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9 Carlos Victorino and
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10 UNITED STATES DISTRICT COURT
11 SOUTHERN DISTRICT OF CALIFORNIA
12

13 CARLOS VICTORINO and ADAM
14 TAVITIAN, individually, and on
behalf of a class of similarly situated
15 individuals,

16 Plaintiffs,

17 v.

18 FCA US LLC, a Delaware limited
liability company,

19 Defendant.
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Case No.: 3:16-CV-01617-GPC-JLB

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- (1) Violations of California's
Consumers Legal Remedies Act
- (2) Violations of Unfair Competition
Law
- (3) Breach of Implied Warranty
pursuant to Song-Beverly
Consumer Warranty Act
- (4) Breach of Implied Warranty
pursuant to the Magnuson-Moss
Warranty Act
- (5) Unjust Enrichment

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs Carlos Victorino and Adam Tavitian (“Plaintiffs”) bring this action for themselves and on behalf of all persons in the United States who purchased or leased any Dodge Dart vehicles¹ equipped with a Fiat C635 manual transmission (“Class Vehicles”) designed, manufactured, marketed, distributed, sold, warranted and serviced by FCA US LLC, a Delaware limited liability company (“FCA” or “Defendant”).

2. The hydraulic clutch system (“Clutch System”) in the Class Vehicles is defective in that the clutch pedal loses pressure, sticks to the floor, and fails to engage/disengage gears. As a result, the Class Vehicles exhibit stalling, failure to accelerate, and premature failure of the Clutch System’s components, including the clutch master cylinder and reservoir hose, clutch slave cylinder and release bearing, clutch disc, pressure plate, and flywheel (the “Clutch Defect”).

3. Since 2012, in an effort to address owner complaints regarding the Clutch Defect, FCA has issued Technical Service Bulletins (“TSBs”), customer satisfaction campaigns (“CSCs”), and STAR cases, as detailed below. However, these efforts have been entirely inadequate in remedying the Clutch Defect. In fact, rather than redesigning the defective components, FCA has perpetuated the Clutch Defect by failing to replace all defective components during repairs. Further, Class Vehicle owners experiencing the Clutch Defect must pay for the temporary repairs, often totaling over \$2,000.

4. Additionally, FCA refuses to pay for any repair costs associated with the collateral damage caused by the Clutch Defect, including the recurring replacement of the clutch slave cylinder and release bearing, clutch disc and

¹ On information and belief, these vehicles include 2013-2016 Dodge Darts.

1 pressure plate, and flywheel.

2 5. The Class Vehicles are equipped with a hydraulic clutch system that
3 includes the clutch pedal, the Clutch Master Cylinder, the Clutch Slave Cylinder,
4 a fluid reservoir, a reservoir hose, interconnecting hydraulic line, and a clutch
5 assembly. The clutch pedal is connected to the Clutch Master Cylinder via a
6 push-rod. The clutch assembly includes the clutch disk, the pressure plate, and
7 the flywheel. When the driver depresses the clutch pedal, a piston inside the
8 Clutch Master Cylinder displaces fluid. The pressurized fluid transmits force
9 through a tube connecting the Clutch Master Cylinder to the Clutch Slave
10 Cylinder. In turn, a piston inside the Clutch Slave Cylinder pushes against a
11 release bearing (also called a “throw-out” bearing or “TO” bearing) that
12 disengages the engine from the transmission. The Concentric Slave Cylinder
13 used in the Class Vehicles integrates the release bearing as a single Clutch
14 System component. When the driver releases the clutch pedal, the pressure is
15 released, the clutch assembly should engage the gears smoothly.

16 6. Overall, these components work together to engage and release the
17 engine from the transmission in a smooth and predictable manner. If any
18 components are damaged, the Clutch System can fail to operate correctly, which
19 prevents the gears from engaging or disengaging properly. Such failure can
20 cause additional damage to the Clutch System, including causing the clutch disc
21 to overheat, and prevent the gears from engaging, preventing the driver from
22 shifting and accelerating or causing the vehicle to stall.

23 7. The Clutch Defect is caused by contaminated hydraulic fluid.
24 Specifically, the clutch reservoir hose in the Clutch System degrades, releasing
25 plasticizer and fibers into the hydraulic fluid that bathes the Clutch System
26 components. This contamination causes the seals in the Clutch Master Cylinder
27 and Clutch Slave Cylinder to swell and fail.

1 8. When fluid in a hydraulic system becomes contaminated, all of the
2 components that have been exposed to the contaminated fluid must be replaced.
3 Any steel tubing must also be thoroughly cleaned with brake cleaner and blown
4 out until dry to ensure that none of the contaminants remain. In the case of the
5 Class Vehicles, fibers and plasticizer can and do migrate throughout the Clutch
6 System and cause other components to fail. The degradation of the reservoir hose
7 and concomitant release of debris contaminates the entire Clutch System,
8 including the internal and external seals in the Clutch Master Cylinder and
9 Clutch Slave Cylinder.

10 9. Since 2012, if not earlier, FCA has been aware of the Clutch Defect.
11 As a result of its findings, and in response the Clutch Defect, FCA issued a
12 customer service program, the “Clutch Pedal Operation X62 Extended
13 Warranty,” and accompanying technical service bulletin (“TSB”) requiring
14 technicians to replace the reservoir hose and clutch master cylinder. These
15 repairs omit the Clutch Slave Cylinder, even though it is subject to the same
16 contaminated fluid that necessitates replacement of the Master Cylinder.

17 10. FCA has admitted that the reservoir hose leaches plasticizer, which
18 causes it to degrade and release fibers, to contaminate the hydraulic fluid, and to
19 damage the Clutch Master Cylinder’s seals. Per FCA, this contamination
20 necessitates replacement of both the clutch master cylinder and the reservoir
21 hose. However, FCA’s TSB 06-001-16 REV.A, published August 27, 2016,
22 which describes the X62 extended warranty and repair procedure, fails to provide
23 for replacement of the Clutch Slave Cylinder, even though it is bathed in the
24 same hydraulic fluid and subject to the same contamination that necessitates
25 replacement of the clutch Master Cylinder.

26 11. The X62 Extended Warranty should have included replacement of
27 the slave cylinder and a thorough cleaning of the metal tubing to remove any
28

1 contamination.

2 12. It is relatively simple and inexpensive to replace the clutch Master
3 Cylinder and reservoir hose pursuant to FCA's repair procedures. Replacing the
4 Clutch Slave Cylinder, however, requires technicians to separate the engine from
5 the transmission, which is both expensive and time-consuming. FCA's X62
6 repair procedure has remained limited to the clutch master cylinder and reservoir
7 hose through numerous revisions and updates, even though the Clutch Slave
8 Cylinder should be replaced to complete the repair required by the contaminated
9 fluid and to resolve the Clutch Defect.

10 13. In addition, there is defect in the Clutch Slave Cylinder which
11 exacerbates Clutch System failures. Unlike other manufacturers who make slave
12 cylinders as a single, solid cast aluminum component, FCA designed its Clutch
13 Slave Cylinder as an assembly composed of an aluminum body with a clipped-on
14 plastic base. Whereas the competing solid aluminum slave cylinder integrates a
15 rigid base—with the cylinder bored directly into the cast aluminum—FCA's
16 two-piece design destabilizes the cylinder at its the base, which can result in
17 unintended lateral movement and cause the piston inside the cylinder to become
18 jammed.

19 14. On information and belief, the Clutch Defect also causes premature
20 wear to Clutch System components, which similarly requires replacement of the
21 clutch slave cylinder/release bearing, the clutch master cylinder, the reservoir
22 hose, and the clutch assembly (including the disc and pressure plate).

23 15. On information and belief, the Class Vehicles equipped with the Fiat
24 C635 transmission have the same or substantially identical transmissions, and the
25 Clutch Defect is the same for all Class Vehicles.

26 16. The Clutch Defect causes unsafe conditions, including the inability
27 to shift gears or operate the clutch pedal, thereby preventing drivers of the Class
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1 Vehicles from changing speed, often while in traffic. These conditions are
2 hazardous because they severely affect the driver's ability to control the
3 vehicle's acceleration and deceleration. For example, the Clutch Defect makes it
4 difficult for drivers to maintain appropriate speeds; Plaintiffs and Class
5 Members' clutch pedals fail, which prevents them from accelerating safely when
6 they attempt to change lanes and/or merge onto the highway.² The Clutch Defect
7 has also prevented Plaintiffs and Class Members from safely stopping or parking
8 their vehicles because they cannot downshift to decelerate as they brake.

9 17. Defendant knew or should have known that the Class Vehicles and
10 the Clutch System has had a design defect that adversely affects the drivability of
11 the Class Vehicles and causes safety hazards, in part, because the same concerns
12 were expressed regarding the 2011-2012 models year Dodge Journey that had a
13 substantially similar manual transmission as the Class Vehicles'.

14 18. On information and belief, Defendant's corporate officers, directors,
15 or managers knew about the Clutch Defect and failed to disclose it to Plaintiffs
16 and Class Members, at the time of sale, lease, repair, and thereafter.

17 19. In fact, on or around January 20, 2012, Chrysler issued TSB "06-
18 001-12"³ for the 2011-2012 Dodge Journey vehicles equipped with the Fiat C635
19

20 ² See, for example, this 2014 Dart owner's complaint to the National
21 Highway Traffic Safety Administration ("NHTSA"): (2014 Dodge Dart
22 4/9/2015) PURCHASED A 2014 DODGE DART USED WITH A 6 SPEED.
23 THIS INCIDENT HAPPENED JUST THREE WEEKS AFTER I PURCHASED
24 IT. I NOTICED IT STARTED TO SLIP AND WHILE DRIVING DOWN THE
25 HIGHWAY I HEARD A NOISE, CAR LOST POWER AND SMOKE
26 STARTED POURING OUT FROM UNDER THE HOOD. I HAD IT TOWED
TO THE DEALERSHIP WHERE I WAS INFORMED THAT SOMETHING
FAILED IN THE CLUTCH, BLOWING A HOLE THROUGH THE
TRANSMISSION. THIS ALL HAPPENED WITHIN A MINUTE OR SO
WHILE DRIVING AT HIGHWAY SPEEDS. (Safecar.gov, *Search for Safety
Problems* (May 19, 2016), [http://www-odi.nhtsa.dot.gov/owners/Search
SafetyIssues](http://www-odi.nhtsa.dot.gov/owners/SearchSafetyIssues)).

27 ³ The same bulletin is referred to as "2011 Dodge Journey Power Train
28 Service Bulletin 329136" and "2012 Dodge Journey Power Train Service
Bulletin 329136."

1 transmission. The Service Bulletin stated that the clutch pedal was inoperative in
2 some vehicles.

3 20. Further, in or around November 2012, FCA issued TSB 10051770-
4 2112 informing dealers that certain 2013 Dodge Dart vehicles were equipped
5 with defective clutch slave cylinders that could cause a hydraulic fluid leak,
6 which leads to a pressure loss in the clutch system and failure of the clutch pedal.
7 FCA instructed its dealers to replace the clutch slave cylinder in the affected
8 vehicles.

9 21. Then, on or around August 15, 2014, FCA released STAR case
10 number S1406000001 to its dealers addressing an issue in Dodge Dart vehicles
11 equipped with the Fiat C635 transmission where the “Clutch Pedal Does Not
12 Return (Remains on the Floor) After Depressing the Pedal.” FCA instructed its
13 dealers to inspect the clutch pedal and replace the clutch master cylinder and
14 reservoir hose, if necessary.

15 22. Additionally, in or around January 2016, FCA extended the clutch
16 master cylinder and reservoir hose warranty period because 2013-2015 Dodge
17 Dart vehicles were exhibiting a “loss of clutch pedal operation including limited
18 pedal travel and limited clutch disengagement.” FCA also provided
19 reimbursement for Dodge Dart owners who experienced these clutch issues and
20 previously paid for clutch master cylinder repairs. On information and belief,
21 the campaign neither fixed the Clutch Defect nor actually reimbursed all owners
22 affected by the Clutch Defect for repairs performed on the clutch master cylinder
23 and reservoir hose.

24 23. Because FCA will not notify Class Members that the Clutch System
25 is defective, Plaintiffs and Class Members (as well as members of the general
26 public) remain subject to dangerous driving conditions that often occur without
27 warning.
28

24. The alleged Clutch Defect is inherent in each Dodge Dart's Fiat C635 transmission Clutch System and was present in each Dodge Dart Clutch System at the time of sale.

25. FCA knew about and concealed the Clutch Defect present in every Class Vehicle, along with the attendant dangerous safety and driveability problems, from Plaintiffs and Class Members, at the time of sale, lease, and repair and thereafter. In fact, instead of repairing the defects in the Clutch System, FCA either refused to acknowledge their existence, or performed repairs that simply masked them.

26. If Plaintiffs and Class Members had known about these defects at the time of sale or lease, Plaintiffs and Class Members would not have purchased or leased the Class Vehicles or would have paid less for them.

27. As a result of their reliance on Defendant's omissions, owners and/or lessees of the Class Vehicles suffered an ascertainable loss of money, property, and/or value of their Class Vehicles, including out of pocket costs related to repairs to the Clutch System. Additionally, as a result of the Clutch Defect, Plaintiffs and Class Members were harmed and suffered actual damages in that the Class Vehicles' clutch components are substantially certain to fail before their expected useful life has run.

THE PARTIES

Plaintiff Carlos Victorino

28. Plaintiff Carlos Victorino is a California citizen who resides in Chula Vista, California.

29. On or about March 22, 2014, Mr. Victorino purchased a new 2014 Dodge Dart from San Diego Chrysler Dodge Jeep Ram (“San Diego Dodge”), an authorized FCA dealer in San Diego County. Mr. Victorino’s vehicle was equipped with a Fiat C635 transmission.

1 30. Mr. Victorino purchased his vehicle primarily for personal, family,
2 or household use. FCA manufactured, sold, distributed, advertised, marketed,
3 and warranted the vehicle.

4 31. Passenger safety and reliability were factors in Mr. Victorino's
5 decision to purchase his vehicle. Prior to purchasing his vehicle, Mr. Victorino
6 spent time researching the Dodge Dart on Dodge's corporate website. Based on
7 his research, Mr. Victorino believed that the Dodge Dart would be a safe and
8 reliable vehicle. Mr. Victorino also test drove his vehicle with a dealership
9 salesperson prior to purchase.

10 32. Had FCA disclosed its knowledge of the Clutch Defect before he
11 purchased his vehicle, Mr. Victorino would have seen such disclosures and been
12 aware of them. Indeed, FCA's omissions were material to Mr. Victorino. Like
13 all members of the Class, Mr. Victorino would not have purchased his Class
14 Vehicle, or would have paid less for it, had he known of the Clutch Defect.

15 33. Since purchasing his Dodge Dart, Mr. Victorino experienced
16 symptoms of the Clutch Defect, including the clutch failing to engage gears and
17 stalling. From the first day he owned the vehicle, it would "stall out" nearly
18 every day. In the beginning, he thought it was just him getting used to the new
19 vehicle. But it kept continuing and after the vehicle would stall, it would not turn
20 back on.

21 34. By January 2016, with only 34,300 or so miles on the odometer, the
22 Clutch Defect had rendered the vehicle undriveable. On or about January 10,
23 2016, Victorino noticed that the gears were not properly 'catching' when
24 attempting to shift. The vehicle was bogging down and failing to accelerate as a
25 result.

26 35. On or around January 13, 2016, with approximately 34,351 miles on
27 the odometer, Mr. Victorino brought his vehicle to San Diego Dodge
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1 complaining that the vehicle's clutch frequently failed to engage gears and upon
2 shifting, would fail to accelerate. In fact, while driving on the freeway to the
3 dealership, he was only able to reach approximately 50 or 60 mph, and only able
4 to reach fourth gear. The service technician inspected the vehicle and found that
5 the clutch assembly, flywheel, and slave cylinder were overheated and worn.
6 The technician replaced the clutch assembly, flywheel, and slave cylinder at a
7 cost of \$1,280.31 to Mr. Victorino.

8 36. Mr. Victorino contacted FCA's Customer Assistance Center seeking
9 assistance, telling them that his clutch had failed, and that this is a known issue
10 whereby repairs are ineffective at permanently fixing the problem. FCA told Mr.
11 Victorino that his clutch kit repairs would not be covered because the damage
12 was due to normal wear and tear. Mr. Victorino also applied for reimbursement
13 under FCA's X62 Extended Warranty Program, but FCA denied coverage,
14 taking the position that his clutch problems were his fault.

15 37. Since the January 2016 repair, Mr. Victorino's clutch pedal has felt
16 soft and sometimes drops to the floor. For example, in May 2017, the clutch
17 pedal dropped and became stuck half way down. When he pressed the pedal, it
18 would not come back up. Mr. Victorino had to pop the clutch pedal up with his
19 feet.

20 38. At all times, Mr. Victorino, like all Class Members, has driven his
21 vehicle in a foreseeable manner and in the manner in which it was intended to be
22 used.

23 **Plaintiff Adam Tavitian**

24 39. Plaintiff Adam Tavitian is a California citizen who resides in North
25 Hollywood, California.

26 40. On or around November 17, 2012, Mr. Tavitian purchased a new
27 2013 Dodge Dart from Stewart Chrysler Dodge Jeep Ram, an authorized FCA
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1 dealer in San Mateo County (“Stewart Chrysler”). Mr. Tavitian’s vehicle was
2 equipped with a Fiat C635 Manual Transmission.

3 41. Mr. Tavitian purchased his vehicle primarily for personal, family, or
4 household use. FCA manufactured, sold, distributed, advertised, marketed, and
5 warranted the vehicle.

6 42. Passenger safety and reliability were factors in Mr. Tavitian’s
7 decision to purchase his vehicle. Prior to purchasing his vehicle, Mr. Tavitian
8 spent time researching the Dodge Dart on Dodge’s corporate website. Based on
9 his research, Mr. Tavitian believed that the Dodge Dart would be a safe and
10 reliable vehicle. Mr. Tavitian also test drove his vehicle with a dealership
11 salesperson prior to purchase.

12 43. Had FCA disclosed its knowledge of the Clutch Defect before he
13 purchased his vehicle, Mr. Tavitian would have seen such disclosures and been
14 aware of them. Indeed, FCA’s omissions were material to Mr. Tavitian. Like all
15 members of the Class, Mr. Tavitian would not have purchased his Class Vehicle,
16 or would have paid less for it, had he known of the Clutch Defect.

17 44. Within the first six months of ownership, the clutch pedal did not
18 work properly. For example, the clutch pedal would feel “heavy.” When he
19 would lift his foot from the clutch pedal, the pedal would lag, then release and
20 hit his foot on the way up.

21 45. In July 2014, when he was driving on the start of a steep incline on
22 Interstate 5 called the “Grapevine”, Tavitian’s clutch stuck to the floor and he
23 was forced to pull it up after each shift for over 50 miles.

24 46. On July 7, 2014, Mr. Tavitian took his vehicle to Rydell Chrysler,
25 complaining that the clutch pedal installed in his Dodge Dart would stick in the
26 depressed position and fail to shift gears. As was his habit with all dealership
27 visits, to make sure the dealership knew the correct mileage on his vehicle, Mr.
28

1 Tavitian provided the dealership with proof of the mileage on his odometer, as
2 his improved instrument panel cluster's display was not synched with the
3 vehicle's odometer. The service technician inspected the vehicle and determined
4 that the clutch master cylinder was leaking and subsequently replaced it at a cost
5 of \$298.33 to Mr. Tavitian. In May 2016, Mr. Tavitian requested reimbursement
6 from FCA for the repair costs incurred in replacing the clutch master cylinder in
7 response to FCA's customer service campaign providing for such
8 reimbursement. However, Mr. Tavitian's claim was denied.

9 47. Despite requesting reimbursement for the clutch master cylinder
10 replacement per FCA's customer service campaign in early 2016, receiving a
11 letter from FCA informing him that his Class Vehicle was included in its CSP,
12 which extended the warranty of the clutch master cylinder and reservoir hose and
13 provided reimbursement to owners of the affected vehicles who previously
14 replaced the cylinder and/or hose, FCA denied Mr. Tavitian's claim for
15 reimbursement.

16 48. Around July 9, 2016, Tavitian's vehicle clutch failed while driving
17 to Palm Springs. It stuck to the floor, and he was not able to pull it back up. The
18 car was towed to Glendale Dodge Chrysler Jeep. During the visit, FCA
19 conducted a legal inspection. The dealer replaced the clutch master cylinder and
20 the reservoir hose. However, despite these repairs—the very repairs FCA
21 provided under its X62 Extended Warranty program—the clutch pedal was still
22 stuck down. After further inspection, it was determined the slave cylinder's
23 throw out bearing was coming apart and leaking. Further, the clutch was worn
24 out with signs of overheating. Mr. Tavitian was told that the whole clutch system
25 would have to be replaced at a cost of approximately \$1,700.

26 49. Mr. Tavitian declined repairs at the dealership. Instead, he had his
27 vehicle repaired in October 2016 at J&E Auto Services, Inc., where a new clutch
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1 set and new slave cylinder were installed for \$950.70 which was later
2 reimbursed.

3 50. Mr. Tavitian continued to experience symptoms of a stuck clutch
4 pedal, and his car was towed to Russell Westbrook Chrysler Dodge Jeep Ram on
5 January 24, 2017. The technician reconnected the hydraulic clutch master hose
6 that was disconnected and bled the hydraulic clutch system.

7 51. At all times, Mr. Tavitian, like all Class Members, has driven his
8 vehicle in a foreseeable manner and in the manner in which it was intended to be
9 used.

10 **Defendant**

11 52. Defendant FCA is a limited liability company organized and in
12 existence under the laws of the State of Delaware and registered to do business
13 in the State of California. FCA's Corporate Headquarters are located at 1000
14 Chrysler Drive, Auburn Hills, Michigan 48326. FCA designs, manufactures,
15 markets, distributes, services, repairs, sells, and leases passenger vehicles,
16 including the Class Vehicles, nationwide and in California. FCA is the
17 warrantor and distributor of the Class Vehicles in the United States.

18 53. At all relevant times, Defendant was and is engaged in the business
19 of designing, manufacturing, constructing, assembling, marketing, distributing,
20 and selling automobiles and motor vehicle components in San Diego County and
21 throughout the United States of America.

22 **JURISDICTION**

23 54. This is a class action.

24 55. Plaintiffs and other members of the Proposed Class are citizens of
25 states different from the home state of Defendants.

26 56. On information and belief, aggregate claims of individual Class
27 Members exceed \$5,000,000.00 in value, exclusive of interest and costs.
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57. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d).

VENUE

58. FCA, through its business of distributing, selling, and leasing the Class Vehicles, has established sufficient contacts in this district such that personal jurisdiction is appropriate. Defendant is deemed to reside in this district pursuant to 28 U.S.C. § 1391(a).

59. In addition, a substantial part of the events or omissions giving rise to these claims and a substantial part of the property that is the subject of this action are in this district. In addition, Plaintiff Carlos Victorino's Declaration, as required under California Civil Code section 1780(d) but not pursuant to *Erie* and federal procedural rules, reflects that a substantial part of the events or omissions giving rise to the claims alleged herein occurred, or a substantial part of property that is the subject of this action, is situated in San Diego County, California. It is attached as Exhibit 1.

60. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a).

FACTUAL ALLEGATIONS

61. Since 2012, FCA has designed, manufactured, distributed, sold, and leased the Class Vehicles. FCA has sold, directly or indirectly, through dealers and other retail outlets, thousands of Class Vehicles equipped with the Fiat C635 manual transmission and Clutch System in California and nationwide.

62. As discussed above, the Clutch System contains a design defect that causes, among other problems, the clutch pedal to lose pressure, stick to the floor, and fail to engage/disengage gears. As a result, the vehicles equipped with the Clutch System experience stalling, gears failing to engage properly, and premature failure of the transmission's components, including the clutch master cylinder and reservoir hose, clutch slave cylinder/release bearing, clutch disc, pressure plate, and flywheel (the "Clutch Defect").

1 63. As discussed above, the Clutch Defect is caused by contamination in
2 the Clutch System's hydraulic fluid which occurs when the reservoir hose
3 degrades, releasing plasticizer and fibers into the hydraulic fluid that bathes other
4 Clutch System components. Among other problems, this contamination causes
5 the internal and external seals in the Clutch Master Cylinder and Clutch Slave
6 Cylinder to swell and fail.

7 64. Repairing damage caused by contaminated hydraulic fluid requires
8 the replacement of all the components that have been exposed to the
9 contamination. In addition, the Clutch System's steel tubing must be thoroughly
10 cleaned with brake cleaner and dried to ensure that all contaminants have been
11 eliminated. In the case of the Clutch System components at issue, fibers and
12 plasticizer migrate throughout and cause other components to fail.

13 65. As discussed above, FCA has been aware of the Clutch Defect since
14 at least 2012 and issued the X62 customer service program where drivers
15 "experience a reduction in clutch pedal stroke." The accompanying TSB only
16 requires technicians to replace the clutch master cylinder and reservoir hose,
17 which fails to address contamination of the Clutch Slave Cylinder, among other
18 components.

19 66. FCA has admitted that the reservoir hose leaches plasticizer, which
20 contaminates the hydraulic fluid and damages the Clutch Master Cylinder's
21 seals. FCA has also admitted that repairing the damage this contamination causes
22 requires replacing both the clutch master cylinder and the reservoir hose.
23 However, FCA's August 27, 2016, TSB 06-001-16 REV.A, which describes the
24 X62 extended warranty and repair, omits other components subject to
25 contamination, including the Clutch Slave Cylinder.

26 67. The Clutch Defect is exacerbated by the poor design of the Clutch
27 Slave Cylinder
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The Clutch Defect Poses an Unreasonable Safety Hazard

68. The Clutch Defect causes dangerous conditions. When the clutch pedal fails, drivers of the Class Vehicles' cannot shift gears, thereby preventing them from changing speed as necessary in traffic. The Clutch Defect creates a safety hazard because it severely affects the driver's ability to accelerate or decelerate as traffic and road conditions change. For instance, the Clutch Defect can prevent drivers from maintaining appropriate speeds in order to change lanes or merge into traffic safely.

69. Hundreds of purchasers and lessees of the Class Vehicles have experienced problems with the Clutch System. Complaints filed by consumers with the National Highway Traffic Safety Administration ("NHTSA") demonstrate that the defect is widespread and dangerous and that it manifests without warning. The complaints also indicate Defendant's awareness of the Clutch Defect and the potentially dangerous driving conditions it creates. The following are some safety complaints relating to the Clutch Defect (spelling and grammar mistakes remain as found in the original) (Safercar.gov, *Search for Safety Issues* (May 25, 2016), <http://www-odi.nhtsa.dot.gov/owners/SearchSafetyIssues/>):

2013 Dodge Dart:

- a. 2/2/2013 THIS VEHICLE SHIFTS SO BAD AND THAT CARS I'VE DRIVEN THAT WERE 5 - 10 YEARS OLDER SHIFTED BETTER THAN THIS . IT DOWNSHIFTS WHILE BRAKING AND SOMETIME IT IS A VERY JERKY DOWNSHIFT .ALSO IT SLAMS/JOLTS INTO FIRST GEAR WHILE ROLLING AT ABOUT 3-5 MILES PER HOUR ONCE THE PEDAL IS PUSHED. IT ALSO IS THE WORST AT CHANGING GEARS DURING STOP AND GO DRIVING BECAUSE IT IS SO JERKY AND BOUNCY AFTER BRAKING THEN ACCELERATING AND I DON'T SEE WHY A CAR THAT IS BRAND NEW SHOULD DO THIS. AFTER TAKING IT TO THE DEALER AND HAVING THEM TELL ME TO BRAKE IT IN FIRST , I HAVE DONE SO AND HAVE 700+ MILES ON IT AND HAVE HAD THEM PERFORM TRANSMISSION FLASH UPDATES WITH NO EFFECT ON THE SHIFTING PROBLEMS. I CAN'T SEE HOW THIS TRANSMISSION(AND ALL PARTS THAT WORK TOGETHER WITH IT)WILL LAST WITH THESE SORT OF THINGS

1 HAPPENING. ALSO IT BOGS OUT BECAUSE IT WON'T
2 DOWNSHIFT WHEN IT SHOULD AND STAYS AT ABOUT 1300-
3 1400 RPM'S WHEN IT SHOULD BE ABOUT 4-5000 RPM'S
4 HIGHER . I'VE DRIVEN NEW CARS AND THE DODGE DART
5 2013 SE 2.0 LITER MODEL SEEMS LIKE IT WASN'T READY
6 YET FOR THE ROAD .THE ACCELERATION IS VERY BOUNCY
7 TOO WHEN IT SHOULD BE A STEADY ACCELERATION. *TR

8 b. 3/25/2013 WHEN DRIVING DOWN THE HIGHWAY, I
9 ATTEMPTED TO DOWNSHIFT TO CHANGE LANES. THE
10 CLUTCH BASICALLY POPPED AND WENT TO THE FLOOR. I
11 THEN HAD TO SWERVE IN TRAFFIC IN ORDER TO GET OFF
12 THE HIGHWAY. I HAVE A 2013 DART SXT WITH THE 1.4L
13 MULTIAIR ENGINE AND THE 6 SPEED TRANSMISSION.
14 AFTER LOOKING AROUND ON THERE WEB, THIS IS
15 APPARENTLY NOT AN ISOLATED INCIDENT AND MAY
16 ACTUALLY BE A KNOWN ISSUE WITH THE VEHICLES.
17 CHRYSLER NEEDS TO NOT ONLY FIX THIS PROBLEM, BUT
18 IT SHOULD BE RECALLED AS IT CAN HAPPEN AT ANY TIME.
19 I HAVE FOUND THAT SOME VEHICLES HAVE THIS HAPPEN
20 IN AS LITTLE AS THE FIRST FEW DAYS OF OWNERSHIP OR
21 AS IN MY CASE, AFTER A FEW THOUSAND MILES. IT IS
22 DANGEROUS. I WOULD PUT IN THE VIN, BUT THE CAR IS
23 CURRENTLY AT THE DEALERSHIP AS THIS HAPPENED
24 TODAY. THANK YOU. *TR

25 c. 8/8/2013 ON THREE SEPARATE OCCASIONS WHEN I AM IN
26 TRAFFIC AND HAVE TO DO A LOT OF START/STOP THE CAR
27 STALLS, WILL NOT GO INTO GEAR AND START SMOKING.
28 IT SMELLS AS IF THE CLUTCH IS BURNING AND THE CAR
WILL NOT GO INTO GEAR. I HAVE TO PULL OVER FOR
ABOUT 30MIN TO AN HOUR TO STOP THIS FROM
CONTINUING. THIS IS A BRAND NEW CAR AND I HAVE
TAKEN IT TO THE DEALER AND THEY OF COURSE CANT
DUPLICATE THE PROBLEM AND THE TECH IS TELLING ME
THE CLUTCH IS OVERHEATING BECAUSE OF USER ERROR.
I HAVE BEEN DRIVING A STICK SHIFT FOR ABOUT 15 YEARS
AND HAVE NEVER HAD ANY PROBLEMS WITH MY OTHER
STICK SHIFTS LIKE THIS ONE. EVERYONE AROUND ME CAN
SEE THE CAR SMOKING AND MY DAUGHTER IS SCARED TO
DEATH TO GET BACK IN THE CAR BECAUSE SHE HAS
EXPERIENCED THIS TWICE NOW AND SHE IS ONLY 4 YEARS
OLD SHE THINK THE CAR IS GOING TO CATCH ON FIRE. I
SHOULD NOT HAVE TO PULL OVER FOR AN HOUR
EVERYTIME I AM IN TRAFFIC. I LIVE IN A CITY WHERE
THAT IS NOT PREVENTABLE. THERE HAS GOT TO BE
SOMETHING THAT CAN BE DONE ABOUT THIS. *TR

29 d. 8/20/2013 1. CLUTCH STARTED TO LOSE RESISTANCE
30 COUPLE TIMES A MONTH IN TWO LAST MONTHS. NOW
31 ALMOST EVERY DAY AFTER LONG TIME NOT USING IT. IT
32 FREELY GOING DOWN, SOMETIMES STUCK IN THE HALF
33 WAY OUT AND HAVE TO BE PULLED UP. 2. BRAKES
34 STARTED LOSE RESISTANCE RECENTLY ALSO AFTER
35 LONG TIME NOT TO BE USED (1 OR MORE HOURS)

1 SPECIALLY IN THE MORNING. IT FREELY GOING DOWN
2 HALF WAY PRODUCING AIR BLOW SOUND. AFTER A FEW
3 TIMES PUSHING PEDAL DOWN AIR BLOW STOPS AND
4 RESISTANCE GETS OK. BEHIND OF BRAKE PEDAL IT FEELS
5 SOME KING OF LIQUID. 3. ACCELERATION AT HIGH SPEED
6 TAKES LONGER TIME THEN IT WAS BEFORE AND REQUIRES
7 TO SWITCH TO LOWER GEAR. (TURBO PROBLEM?) 4. MPG
8 DECREASED. ON THE SAME WAY TO AND BACK TO WORK
9 USUALLY IT WAS 32-33 MPG. NOW IT GETS 28-29 TODAY
10 BROUGHT CAR TO DEALER. AFTER A WHOLE DAY OF
11 INSPECTION NOTHING WRONG WAS FOUND. *TR

12 e. 9/8/2013 WHEN I GO TO SHIFT FROM 1ST TO 2ND GEAR THE
13 CLUTCH PEDAL STAYS DEPRESSED, THIS KEEPS THE CAR
14 IN NEUTRAL AND LEAVING IT UNABLE TO DELIVER POWER
15 TO MANEUVER.

16 f. 9/12/2013 CLUTCH PEDAL DOES NOT ALWAYS COME ALL
17 THE WAY BACK UP. I HAVE TO PULL IT UP WITH MY FOOT.
18 I CAN TELL IT DOES NOT HAVE THE CLUTCH ENGAGED TO
19 BURN IT OUT. JUST A IRRITATING THING TO HAVE TO DO
20 ON A BRAND NEW CAR. TOOK IT TO THE DEALERSHIP FOR
21 ANOTHER ISSUE AND HAD THEM CHECK IT. THEY COULD
22 NOT GET IT TO STICK. AND SINCE CHRYSLERS SYSTEM
23 WAS DOWN THEY DIDN'T KNOW WHAT TO LOOK AT. THIS
24 HAPPENS AND RANDOM TIMES. THIS MORNING IT
25 HAPPENED. WHEN I WENT TO PUSH THE CLUTCH DOWN I
26 COULD TELL THERE WAS NO RESISTANCE FOR A FEW
27 INCHES. WHEN I RELEASED THE CLUTCH IT ONLY CAME
28 PART WAY UP AGAIN. BIGGEST FRUSTRATION IS THE
TECH'S CAN NOT PROBLEM SOLVE ANYTHING WITH OUT A
COMPUTER TELLING THEM WHAT TO DO. I MADE A FEW
SUGGESTIONS ON WHAT TO CHECK BUT THEY HAD NOT
CLUE. SINCE THIS IS THE FIRST YEAR FOR THIS CAR I DO
EXPECT BUGS IN THE SYSTEM. HOWEVER THEY SHOULD
BE PREPARED TO PROBLEM SOLVE THIS PROBLEMS. I
SHOULD NOT HAVE TO MAKE SUGGESTIONS OR PROBLEM
SOLVE IT MYSELF. *TR

g. 10/24/2013 PRESSED IN CLUTCH PEDAL TO START VEHICLE.
AFTER CAR STARTED, TRIED TO TAKE CAR OUT OF GEAR
BUT IT WOULDN'T BUDGE. ALSO, THE CLUTCH PEDDLE
WOULD NOT RELEASE, AS IT WAS STUCK TO THE FULLY
PRESSED POSITION. CAR BEGAN TO ROLL AS IF IT STARTED
TO DISENGAGE BUT THE PEDDLE WAS STILL COMPLETELY
PRESSED IN. I IMMEDIATELY TURNED THE CAR OFF. I HAD
TO PULL THE CLUTCH PEDDLE UP BY HAND TO GET IT TO
DISENGAGE. CALLED DEALER SERVICE, SAID THEY
COULDN'T RESOLVE THE ISSUE IF THEY COULDN'T
DUPLICATE THE PROBLEM. I'VE NOTICED MANY PEOPLE
WITH THE SAME ISSUE. CHRYSLER NEEDS TO ISSUE A
RECALL ON THIS. *TR

h. 1/2/2014 ANOTHER TIME CLUTCH WOULD NOT COME UP
AND STAYED TO THE FLOOR, CLUTCH FLUID LEAKED

- 1 i. 3/12/2014 AFTER SEVERAL HOURS OF STAYING PARKED
2 WITH TRANSMISSION IN GEAR (1ST), VEHICLE WOULD NOT
3 DISENGAGE GEARBOX ON STARTUP. CLUTCH LOST ALL
4 PRESSURE AND THE VEHICLE REQUIRED EXCESSIVE USE
5 OF FORCE TO DISLODGE GEAR SHIFTER. VEHICLE WAS
6 STARTED (CLUTCH DISENGAGED AND IN NEUTRAL) AND
7 VEHICLE BEGAN TO DRIVE FORWARD. CLUTCH/TRANSMISSION REMAINED IN CONTACT WITH
8 ENGINE CAUSING THE VEHICLE TO CONTINUE MOVING
9 FORWARD EVEN WHILE IN NEUTRAL. TRANSMISSION/CLUTCH WOULDN'T REENGAGE WITHOUT
10 EXCESSIVE FORCE. *TR
- 11 j. 3/24/2014 BRAND NEW 2013 DODGE DART, SIX SPEED
12 MANUAL TRANSMISSION. BEGAN SMELLING AND
13 SMOKING WHEN TEACHING MY SON HOW TO START ON A
14 HILL. SMOKE WAS COMING FROM FRONT RIGHT SIDE OF
15 TRANSMISSION. SMELLED LIKE A BURNING CLUTCH. THIS
16 OCCURRED AFTER A SHORT PERIOD OF TIME ON THE HILL
17 (LESS THAN FIVE MINUTES). TOOK CAR BACK TO
18 DEALERSHIP TODAY (3-24-14), AND WAS TOLD THERE IS A
19 STICKER ON THE TRANSMISSION THAT BURNS (IT WAS
20 REMOVED TODAY, AND HAS BEEN REMOVED ON OTHER
21 DARTS THEY HAVE WORKED ON FOR THE SAME
22 PROBLEM), AND THE SMELL AND SMOKE WERE ALSO
23 COMING FROM THE CLUTCH. THEY TEST DROVE THE CAR
24 OVER SOME HILLS NEAR THE DEALERSHIP AND WERE
25 ABLE TO REPRODUCE THE SAME SMELL, BUT SAID IT IS
26 LIKELY CAUSED BY THE NEW CLUTCH AND SHOULD BE
27 DRIVEN 1500-2000 MILES BEFORE BEING CONCERNED
28 ABOUT THIS ISSUE. I HAVE NEVER EXPERIENCED CLUTCH
BURNING LIKE THIS, ESPECIALLY AFTER SUCH A SHORT
PERIOD OF TIME ON THE HILL, AND I'VE DRIVEN MANY
MANUAL CARS/TRUCKS OVER MANY YEARS. *TR
- k. 4/17/2014 TL* THE CONTACT OWNS A 2013 DODGE DART.
THE CONTACT STATED THAT WHILE TRAVELING VARIOUS
SPEEDS, THE VEHICLE FAILED TO RESPOND TO
DECELERATION ATTEMPTS. THE VEHICLE WAS NOT
DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS
NOT CONTACTED ABOUT THE FAILURE. THE FAILURE
MILEAGE WAS 3,500.
- l. 5/7/2014 I WENT OUT IN THE MORNING TO START THE CAR
AND IT WOULD NOT GO INTO REVERSE. THE GEAR STICK
FELT STUCK AND I HAD TO HAVE MY HUSBAND COME OUT
AND PUT THE CAR INTO NEUTRAL AND ROLL THE CAR
BACK SO WE COULD START IT IN FIRST. THIS HAPPENED
AGAIN ONE MONTH LATER, ONLY THE CAR WOULD NOT
EVEN GO INTO FIRST GEAR. WE HAD IT TOWED TO DEALER
AND WERE TOLD WE HAD TO PAY FOR A NEW CLUTCH-IT
WAS BURNED OUT. BURNED OUT AT 18,000 MILES. WE PAID
FOR A NEW CLUTCH, AND NOW 4MTHS LATER, THE CAR IS
DOING THE SAME THING. PROBLEM GOING INTO REVERSE.
DEALER CAN FIND NOTHING WRONG WITH IT-I AM

1 SCARED THE CLUTCH WILL BURN OUT AGAIN-NEVER
2 KNOW WHEN THIS CAR WILL LEAVE ME STRANDED.
3 WORST EXPERIENCE EVER. *TR

4 m. 5/12/2014 WENT TO START MY CAR IN THE MORNING
5 PUSHED THE CLUTCH TO THE FLOOR AND IT DID NOT
6 RETURN, JUST STAYED DEPRESSED AGAINST THE
7 FLOORBOARD. TOOK IT TO THE DEALERSHIP AND THEY
8 SAID EVERYTHING IS FUNCTIONING AS DESIGNED. WELL
9 ITS NOT! I CALLED CHRYSLER CUSTOMER SERVICE AND
10 THEY TOLD ME THE CLUTCH IS ONLY UNDER WARRANTY
11 FOR 12000 MILES. MY PREVIOUS 3 CARS HAVE BEEN
12 MANUAL TRANSMISSIONS AND ALL WENT WELL OVER
13 100000K WITHOUT ANY CLUTCH ISSUES. MY CAR NOW
14 DOES THIS REGULARLY AT LEAST ONCE EVERY OTHER
15 DAY. I AM EXTREMELY DISAPPOINTED IN DODGE AND
16 THOUGHT THEY WERE "FOCUSING ON QUALITY". THE
17 LACK OF CONCERN BY DODGE REGARDING THIS SAFETY
18 ISSUE IS DOWNRIGHT DISGUSTING. AFTER SPEAKING WITH
19 THE CUSTOMER SERVICE REP SHE STATED SHE WOULD
20 CONTACT THE DEALERSHIP AND CALL ME TOMORROW.
21 NO CALL, NO E-MAIL. THEN THEY HAVE THE NERVE TO
22 SEND ME A SURVEY ON HOW WAS MY ISSUE RESOLVED. IT
23 WASN'T THAT'S WHY YOU GOT ALL 1'S. WHY DON'T YOU
24 ACTUALLY STAND BY YOUR PRODUCT? *TR

25 n. 5/18/2014 WENT TO START MY CAR AND THE CLUTCH
26 PEDAL WENT STRAIGHT TO THE FLOOR ALMOST LIKE IT
27 HAD NO FLUID IN THE MASTER CYLINDER AFTER I
STARTED THE CAR I HAD TO SIT THERE AND PUMP IT TO
FIND FEELING BEFORE I FELT COMFORTABLE DRIVING IT.
THIS WAS STRANGE AS I PARK INSIDE A CLIMATE
CONTROLLED GARAGE AND THERE IS NOT ANY FLUID
LEAKING ON THE GROUND. *JS

18 o. 6/3/2014 ON MULTIPLE OCCASIONS, WORSE WHEN IT IS HOT
19 OUTSIDE, THE CLUTCH PEDAL WILL BE SOFT AND NOT
20 COME UP OFF THE FLOOR. WHEN THE CLUTCH IS SOFT, I
21 AM NOT ABLE TO SHIFT IN OR OUT OF GEAR. IF THE
22 ENGINE IS ON AND IN GEAR, YOU CANNOT PUMP THE
23 CLUTCH UNTIL THE VEHICLE IS OFF, OR IF YOU MANAGE
24 TO GET IT INTO NEUTRAL. AS I PREFER TO PARK THE
25 VEHICLE IN GEAR, WHEN THE CLUTCH GOES SOFT, IT
26 MAKES IT DIFFICULT, IF NOT IMPOSSIBLE, TO REMOVE THE
27 SHIFTER FROM GEAR TO PREVENT THE CAR FROM MOVING
AND HITTING AN OBJECT. I HAVE ALMOST HIT A
CONCRETE PILLAR AND DRIVEN THROUGH MY GARAGE
WHEN THIS HAPPENS. I GET THE FEELING THE CLUTCH IS
NOT FULLY DISENGAGED, DESPITE THE PEDAL STUCK ON
THE FLOOR. WITHOUT PARKING IN GEAR, I RUN THE RISK
OF THE CAR ROLLING AWAY IF THE PARKING BRAKE
FAILS. THERE HAVE BEEN NO LEAKS AND THE DEALER
HAS BEEN UNABLE TO LOCATE THE PROBLEM. *TR

28 p. 6/5/2014 FOR THE PAST YEAR AND A HALF MY CLUTCH HAS

1 BEEN LOSING ALL RESISTANCE. THIS USUALLY HAPPENS
2 WHEN THE VEHICLE IS COLD AND AT TIMES I AM UNABLE
3 TO PUT MY CAR INTO GEAR. SOMETIMES THIS HAS
4 HAPPENED WHILE AT STOP LIGHTS OR EVEN PULLING OUT
5 INTO TRAFFIC. EVERY TIME I TAKE MY VEHICLE TO THE
6 DEALERSHIP AIM TOLD THERE IS NOTHING WRONG.
7 EVENTUALLY THEY REPLACED MY CLUTCH MASTER
8 CYLINDER ABOUT 8 MONTHS AGO THE FIRST TIME.
9 PROBLEM SEEMED TO RESOLVE THEN ABOUT 2 MONTHS
10 AGO IT STARTED DOING IT AGAIN. WENT BACK TO THE
11 DEALERSHIP AND TOLD NOTHING WAS WRONG. AFTER
12 MULTIPLE TRIPS TO DEALERSHIP THEY FINALLY AGREED
13 TO REPLACE MASTER CYLINDER AND DISCOVERED THE
14 SLAVE CYLINDER IS LEAKING. VEHICLE BACK IN THE
15 SHOP FOR THE PAST WEEK REPLACING SLAVE CYLINDER.
16 ANY PERSPECTIVE DART BUYERS OUT THERE, I REALLY
17 CAUTION AGAINST THIS PURCHASE. THIS IS ONLY ONE OF
18 MULTIPLE ISSUES I HAVE HAD. ON A SIDE NOTE, I
19 PURCHASED THIS VEHICLE NEW IN JULY 2012 WITH 120
20 MILES ON IT. SINCE THEN I HAVE HAD 2 IGNITION COILS
21 REPLACED, 2 CLUTCH MASTER CYLINDERS, SLAVE
22 CYLINDER, 3 TURBOS, CATALYTIC CONVERTER ALL
23 REPLACED. BUYER BEWARE. *TR

- 24 q. 6/6/2014 I WENT TO MOVE MY CAR AND THE CLUTCH WAS
25 STUCK TO THE FLOOR OF MY CAR. I COULD NOT GET IT IN
26 OR OUT OF GEAR. SO FAR CHRYSLER HAS REPLACED THE
27 ELECTRICAL/COMPUTER PART, THE PART FOR THE
28 CLUTCH. I JUST FOUND OUT ABOUT THE RECALL FOR THE
BRAKE AND TRANSMISSION. LAST MY DOOR IS DARKER
THEN THE REST OF THE CAR AND THEY ARE HAVING IT
PAINTED. *TR
- 17 r. 6/24/2014 2013 DODGE DART. CONSUMER WRITES IN
18 REGARDS TO TRANSMISSION MALFUNCTION, BROKEN
19 TIRE SENSOR AND OTHER VEHICLE PROBLEMS. *SMD THE
20 CONSUMER STATED THE TRANSMISSION HAS BEEN ON
21 GOING SINCE, THE FIRST DAY THE VEHICLE WAS
22 PURCHASED. APPARENTLY, IT WAS A FACTORY DEFAULT,
23 THAT COULD NOT BE FIXED. THE TRANSMISSION DOWN
SHIFTED INTO SECOND GEAR, THE CLUTCH WOULD STICK,
THE GEARS WERE GRINDING WHEN IN REVERSE AND A
METALLIC NOISE WAS HEARD WHEN DOWN SHIFTING IN
ANY GEAR THE DEALER REPLACED THE SECOND GEAR
AND SYNCHRONIZERS. THE SUN VISOR NO LONGER
STAYED IN ITS POSITION.
- 24 s. 7/1/2014 I HAVE FILED A COMPLAINT IN SEPT. 2013 THE
25 INCIDENT NUMBER WAS 10542516. I MY VEHICLE WAS
26 TOWED TO THE NEAREST DEALERSHIP FOR REPAIR. THE
27 CLUTCH PEDAL WOULD NOT RETURN ONCE DEPRESSED. IT
28 WAS DETERMINED THAT IT WAS THE SLAVE CYLINDER.
THAT WAS REPLACED, TAKING OVER A WEEK. THE
REMEDIED THE PROBLEM UNTIL THE END OF JUNE 2014
WHEN THE CAR BEGAN DISPLAYING THE SAME PROBLEM.

1 I WAS GETTING ON THE INTERSTATE AND WENT TO SHIFT
2 FROM 2ND TO 3RD AND THE CLUTCH PEDAL REMAINED
3 DEPRESSED ONCE AGAIN. NOT HAVING POWER AT THIS
4 KEY POINT OF ACCELERATION WAS DANGEROUS AND I
5 WAS ALMOST REAR ENDED BY A SEMI. I TOOK THE CAR TO
6 A DEALERSHIP ONCE AGAIN AND IT WAS DETERMINED
7 THE SLAVE CYLINDER WAS THE PROBLEM ONCE AGAIN. I
8 THINK THIS REALLY NEEDS TO BE EXAMINED AS IT
9 CREATES A SERIOUS POTENTIAL FOR INJURY. *TR

10 t. 7/3/2014 CLUTCH PEDAL DOES NOT RETURN FROM
11 DEPRESSED POSITION. CLUTCH PEDAL IS SOFT AND
12 CLUTCH MECHANISM DOES NOT FUNCTION PROPERLY
13 FOR A FEW MINUTES OF INITIAL OPERATION. AFTER THE
14 INITIAL INCIDENT THIS PROBLEM HAS BECOME MORE
15 FREQUENT AND NOW OCCURS ALMOST DAILY. *TR

16 u. 7/7/2014 I WAS ACCELERATING FROM A STOPPED POSITION
17 AND WAS SHIFTING INTO FOURTH GEAR WHEN THE
18 CLUTCH PEDAL STAYED DEPRESSED TO THE FLOOR. I
19 HAVE HAD THIS CAR BACK FROM THE DEALER 10 DAYS. IT
20 WAS IN THE SERVICE DEPARTMENT TO CORRECT THE
21 SAME PROBLEM. THIS IS THE THIRD TIME THIS CAR HAS
22 DONE THIS. THE CASE NUMBERS FOR THE FIRST TWO ARE
23 10542516 AND 10607620. LIKE THE SECOND EPISODE, I WAS
24 LEFT IN A VULNERABLE SITUATION IN WHICH I WAS
25 ALMOST HIT. THE LANES TAPER FROM TWO DOWN TO ONE
26 AND I WAS IN THE INSIDE LANE COMING OUT OF THE
27 TAPER. A TRUCK COMING UP FROM BEHIND WAS
28 UNAWARE TO THE SLOW SPEED OF MY CAR AND I WAS
NOT ABLE TO ACCELERATE. HE WAS ABLE TO SWERVE
ACROSS THE NO PASSING LINES INTO ANOTHER LANE AND
AVOID HITTING THE BACK OF MY CAR. I WAS ABLE TO
COAST TO NEXT CROSS ROAD AND JUST MAKE IT OFF THE
STATE HIGHWAY. MY VEHICLE WAS TOWED BACK TO THE
DEALERSHIP. *JS

19 v. 7/9/2014 DRIVING AT A AVERAGE SPEED OF 60-70 WHEN
20 PASSING ON THE HWY MY CLUTCH PEDAL WAS STUCK TO
21 THE FLOOR AND I HAD TO PULL IT OUT WITH MY FOOT TO
22 CHANGE GEARS. THIS NOW HAS STARTED HAPPENING ON
23 TAKE OFFS NOW. THE DEALER HAS ALL READY REPLACE
24 IT ONCE AND IT IS STILL HAVING THE SAME ISSUE.
25 APPARENTLY THE PART IS ON BACK ORDER BECAUSE
26 THEY CAN NOT KEEP ENOUGH IN STOCK FOR THE CARS
27 THAT ARE HAVING THIS REPLACED. IT TOOK 21 DAYS IN
28 ORDER FOR MY PART TO ARRIVE AT THE DEALERSHIP.
NOW I HAVE TO WAIT LONGER FOR A NEW ONE TO
REPLACE THE ONE THAT WAS PUT IN. THIS CAN CAUSE A
SERIOUS ISSUE ALMOST LIFE THREATENING BECAUSE
YOU COULD BE PULLING OUT INTO TRAFFIC AND GOD
FORBID YOU CAN'T REACT FAST ENOUGH. *JS

w. 8/29/2014 THE CLUTCH PEDAL STUCK TO THE FLOOR
PREVENTING ME FROM BEING ABLE TO SHIFT OUT OF

1 GEAR OR DISENGAGE THE ENGINE FROM THE
2 TRANSMISSION. BECAUSE I AM A MECHANIC I WAS ABLE
3 TO AVOID A CRASH. THIS IS A COMPLEX ISSUE AND MOST
CONSUMERS WILL FREAK OUT IF THEY CAN NOT PUT
THERE VEHICLE IN NEUTRAL AND THE ENGINE STALLS
FROM THEM TRYING TO USE THE BRAKES. *TR

4 x. 10/14/2014 MY FOOT WAS ON MY CLUTCH AND BRAKE I
5 THEN STARED THE CAR....THE CAR LUNGE FORWARD INTO
6 SOME BUSHES .. AFTER THAT THE CLUTCH STAYED ON THE
7 FLOOR UNABLE TO SHIFT IN REVERSE TILL I PUMPED
BRAKE AND CLUTCH I ACTUALLY LIFTED THE CLUTCH UP
WITH MY FOOT TO USE IT TO SHIFT. *TR

8 y. 1/13/2015 TL* THE CONTACT OWNS A 2013 DODGE DART.
9 UPON STARTING THE VEHICLE OR DURING COLD
10 WEATHER TEMPERATURES, THE CLUTCH FAILED TO SHIFT
11 PROPERLY. THE CONTACT MENTIONED THAT THE CLUTCH
12 NEEDED TO BE PUMPED IN ORDER TO SHIFT PROPERLY.
THE VEHICLE WAS TAKEN TO DEALER WHERE THE
FAILURE WAS UNABLE TO BE DUPLICATED. THE VEHICLE
WAS NOT REPAIRED. THE MANUFACTURER WAS MADE
AWARE OF THE FAILURE. THE APPROXIMATE FAILURE
MILEAGE WAS 12,000.

13 z. 1/22/2015 I WAS DRIVING AT ABOUT 40 MPH AND ABRUPTLY
14 THE ENGINE STALLED AND THE CLUTCH WENT TO THE
15 FLOOR AND THE VEHICLE REFUSED TO CHANGED GEARS
16 OR MOVE. I ALLOWED IT TO VEER TO THE SIDE TO ESCAPE
BEING REAR ENDED OR CRASHED FROM BEHIND. I HAD NO
CONTROL OF THIS CAR. *TR

17 aa. 2/19/2015 PURCHASED CAR BRAND NEW. HAVE DRIVEN
18 MANUAL TRANSMISSIONS FOR 40 YEARS AND HAVE
19 NEVER RUINED A CLUTCH OR ANY PART OF THE
20 TRANSMISSION. I WAS DRIVING ALL THE ROAD AND
21 GOING UP A HILL AND ATTEMPTED TO DOWNSHIFT TO GET
22 UP THE STEEP HILL. THE CLUTCH WENT DOWN TO THE
23 FLOOR AND THE SHIFTER WOULDN'T ALLOW ANY
24 SHIFTING. I VEERED OFF THE ROAD AND CALL TOW
25 TRUCK. I HAD CAR TOWED TO LANDMARK DODGE,
26 MORROW, GA 30260, AND AFTER WEEKS THEY SAY THE
27 ENTIRE TRANSMISSION WAS BURNED UP AND BROKEN
28 INTO PIECES?? WELL, 1ST WEEK THEY ORDERED WRONG
PART, 3 WEEK THEY SAID THEY HAD TO REMOVE THE
ENTIRE TRANSMISSION AND TODAY (4 WEEKS LATER)
THEY SAID THEY FEEL IT IS A CASE OF CUSTOMER ABUSE
AND WANT 1500.00 TO REPAIR. I TOLD THEM UP FRONT A
CERTIFIED TECHNICIAN LOOKED AT THE ISSUE PRIOR TO
ME HAVING PULLED TO THEM AND HE SAID, "THIS IS
DEFECTIVE". HE ALSO PRINTED OUT INFO FROM THE
INTERNET OF OTHER DODGE DART 2012-2013 WITH THE
VERY SAME ISSUE. CLUTCH TO THE FLOOR, AND EVEN A
CLASS ACTION SUIT. I WILL HAVE TO GET IT FIXED

1 bb. 4/15/2015 CLUTCH WENT COMPLETELY TO THE FLOOR AND
2 HAD TO VEER CAR INTO A TERRAIN IN ORDER TO AVOID
3 BEING RUN OVER BY DUMP TRUCK DIRECTLY BEHIND.
4 THERE WAS NO WARNING AND CAR IS FAIRLY NEW. (WAS
5 PURCHASED NEW). QUICK INVESTIGATION, AND THERE IS
6 A LAW SUIT WITH CHRYSLER INDICATING THEY ARE
7 AWARE OF THIS DEFECT BUT THEIR DEALERSHIPS ARE
8 NOT AND REFUSED TO REPAIR WITHOUT CHARGING.
9 INSISTED I TAKE CAR TO ANOTHER PLACE THAT REALLY
WORKS ON DODGES (???). THIS LOT OF GEAR SHIFTING IS
GOING TO GET SOMEONE KILLED! UNFORTUNATELY IT IS
HARD TO REACH ME BY TELEPHONE BUT I WOULD REALLY
LIKE TO HAVE SOME DETAILS AS TO HOW TO HANDLE THIS
ISSUE. I HAD AN INDEPENDENT DEALER "WHO REALLY
WORKS ON DODGES" TO REPAIR AND THEY CONFIRMED
THE CLUTCH WAS DEFECTIVE AND CAUSED IT TO CRASH
AND BURN. I'M NOT THE ONLY ONE WHO HAS
EXPERIENCED THIS.

10 cc. 5/13/2015 I WENT TO GET IN MY CAR TO GO TO WORK AND
11 WHEN I STARTED MY CAR THE CLUTCH PEDAL WENT TO
12 THE FLOOR AND WOULD NOT COME BACK UP. THE
13 VEHICLE GOT STUCK IN FIRST GEAR UNTILL I MANUALLY
14 BENT DOWN AND PULLED THE CLUTCH PEDAL UP AND
15 TURNED THE CAR OFF SEVERAL TIMES. WHEN I SPOKE TO
16 DODGE THEY ACTED LIKE THEY HAD NEVER HEARD OF
17 THIS ISSUE (WHICH I KNOW IS NOT TRUE FROM VARIOUS
18 FORUMS AND COMPLAINTS IVE SEEN). NOW I AM WORRIED
ABOUT THE SAFETY OF THE CAR BECAUSE IF THIS
HAPPENS WHILE IM ON THE ROAD AND NOT PARKED I OR
SOMEONE COULD GET SERIOUSLY INJURED. THE DODGE
DEALER I SPOKE WITH SAID TO FIX THE ISSUE I WOULD
HAVE TO REPLACE THE MASTER CYLINDER, SLAVE
CYLINDER, AND REPLACE THE CLUTCH. I DON'T FEEL I
SHOULD HAVE TO WORRY ABOUT THIS THERE SHOULD BE
A RECALL ISSUED.

19 dd. 5/20/2015 CLUTCH PEDAL DEPRESSED AND WOULD NOT
20 RETURN TO NORMAL POSITION. PRESSING DOWN ON
21 CLUTCH PEDAL WOULD NOT DISENGAGE THE CLUTCH
22 FROM THE FLYWHEEL SO CONTINUED TO ATTEMPT TO
23 MOVE FORWARD REQUIRING FOOT MORE STRONGLY ON
24 THE BRAKES. THIS WASN'T THE ONLY TIME, AND SEEMS TO
25 OCCUR AFTER THE VEHICLE HAS BEEN SITTING A FEW
26 HOURS. ITS GETTING FREQUENT ENOUGH THAT I'M GOING
27 TO TRY TO TRADE THE VEHICLE IN. I DON'T TRUST
CHRYSLER/DODGE PRODUCTS ANY MORE AND THEIR
QUALITY IS GOING DOWN HILL WITH THEIR DRIVE BY
WIRE VEHICLES. FOR THE RECORD, 90% OF MY MILEAGE IS
ALL HIGHWAY AND I DON'T "POP" THE CLUTCH TO PEAL
OUT AT STOP LIGHTS AND THE LIKE. SEARCHES OF THE
INTERNET ARE FINDING MORE AND MORE POSTS WITH
CLUTCH AND TRANSMISSION PROBLEMS.

28 ee. 6/3/2015 WHEN FIRST STARTED ON A COOL OR COLD

1 MORNING, THE CLUTCH ON THE 2013 DODGE DART WILL
2 NOT HAVE ANY PRESSURE AND STICK TO THE FLOOR. THE
3 CLUTCH PEDDLE WOULD HAVE TO BE PHYSICALLY
4 PULLED UP FROM THE FLOOR AND PUMPED TO DEVELOP
5 ANY PEDDLE. THE VEHICLE WAS TAKEN TO THE DEALER
6 THAT COULD NOT REPLICATE THE PROBLEM NOR WOULD
7 MAKE ANY INDICATION TO MAKE THE REPAIR. THE NEXT
8 WEEK (AROUND MAY 18, 2015), THE MANUAL
9 TRANSMISSION WAS PARKED IN FIRST GEAR AND WHEN
10 THE CLUTCH WAS DEPRESSED, THERE WAS LITTLE TO NO
11 PEDDLE. THE CAR STARTED AND BEGAN TO LUNGE
12 FORWARD AND STOPPED. THE CLUTCH ALMOST STUCK TO
13 THE FLOOR. . OTHER TIMES, THE CAR IS PARKED IN
14 NEUTRAL AND THE CAR WILL NOT ALLOW THE DRIVER TO
15 SHIFT INTO GEAR. THERE IS FLUID VISIBLE ON TOP OF THE
16 TRANSMISSION WHICH IS SUSPECTED BY THE OWNER TO
17 BE FROM THE HYDRAULIC CLUTCH. CHRYSLER IS AWARE
18 OF THIS PROBLEM AND ARE BEING SUED IN THE STATE OF
19 CALIFORNIA OVER OTHER CLAIMS. THIS IS A SAFETY
20 ISSUE WITH THESE CARS AND THE VOLUME OF
21 COMPLAINTS FOR THE SAME ISSUE IS INDICATIVE OF A
22 LARGER PROBLEM.

23 ff. 6/8/2015 TL* THE CONTACT OWNS A 2013 DODGE DART.
24 WHILE DRIVING AT APPROXIMATELY 50 MPH, THE CLUTCH
25 PEDAL WAS DEPRESSED AND FAILED TO RESPOND
26 WITHOUT WARNING. THE VEHICLE WAS TAKEN TO A
27 DEALER WHERE IT WAS DIAGNOSED THAT THE MASTER
28 SLAVE CYLINDER NEEDED TO BE REPLACED. THE VEHICLE
WAS REPAIRED HOWEVER, THE FAILURE RECURRED. THE
MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE
FAILURE MILEAGE WAS 1,200.

gg. 6/8/2015 TL* THE CONTACT OWNS A 2013 DODGE DART.
WHILE REVERSING OUT OF A PARKING LOT AT 5 MPH, THE
CLUTCH FAILED TO SHIFT OUT OF REVERSE TO GO INTO
FIRST GEAR. THE FAILURE RECURRED ONCE. THE VEHICLE
WAS TAKEN TO A DEALER, BUT WAS NOT DIAGNOSED OR
REPAIRED. THE MANUFACTURER WAS MADE AWARE OF
THE FAILURE. THE FAILURE MILEAGE WAS 24,000.

hh. 6/10/2015 2013 DART 2.0 LITER, 6 SPEED MANUAL TRANS.
CLUTCH PEDAL GOES TO FLOOR WITH NO RESISTANCE
AND WILL NOT DISENGAGE CLUTCH. PULLING THE PEDAL
UP WITH FOOT AND PUMPING IT RESTORES FUNCTION
UNTIL THE CAR IS PARKED AT WHICH TIME, THE SYSTEM
BLEEDS DOWN AGAIN AND THE PEDAL GOES TO THE
FLOOR WITHOUT DISENGAGING THE CLUTCH. PROBLEM IS
MARKEDLY WORSE IN HOT WEATHER. RESPONSE FROM
CHRYSLER ON RECTIFICATION ACTION IS AWAITING
FOLLOWING INQUIRY BY MYSELF.

ii. 6/12/2015 I WENT AND ATTEMPTED TO START THE CAR. CAR
WOULD NOT START. IT WAS LIKE THE CLUTCH WOULD
NOT ENGAGE. RELEASED THE CLUTCH AND RE-ENGAGED,

1 AND IT STARTED. DURING SHIFTS, IT DIDNT WANT TO GO
2 INTO 3 OR 6TH GEARS. IT WAS LIKE THE CLUTCH IS NOT
3 ENGAGING ONCE AGAIN. TOOK THE CAR BACK TO WHERE
4 I PURCHASED IT, PERFORMANCE DODGE, AND THEY TOLD
5 ME THAT CHRYSLER KNOWS OF THE ISSUE BUT CHRYSLER
6 STAR WILL NOT FIX IT. I ASKED HOW CAN THEY KNOW
7 THAT THE CLUTCH HAS ISSUES, BUT THEY ARE NOT GOING
8 TO FIX IT. THE EMPLOYEE INFORMED ME THAT THEY ALL
9 ARE LIKE THIS. CHRYSLER KNOWS OF THE CLUTCH ISSUES
DUE TO ALL THE COMPLAINTS, BUT THEY STILL RISK THE
LIVES OF THE INDIVIDUALS WHO PURCHASED THE
VEHICLE BY NOT REPLACING THE CLUTCH. I HAVE ALSO
HAD ISSUES WITH MY WINDOWS NOT ROLLING UP OR
DOWN AND THE RADIO KEEPS RESETTING ITSELF. THEY
DO UPDATES, BUT IT DOES NOT FIX THE RADIO ISSUE. THE
LAST TIME I TOOK IT FOR THE UPDATE, THE UPDATE
WOULDN'T EVEN LOAD TO FIX THE ISSUE. HOW CAN A
COMPANY KNOW OF ISSUES BUT REFUSE TO FIX THEM?

10 jj. 6/14/2015 I DEPRESSED THE CLUTCH TO START THE ENGINE
11 AND WHEN IT STARTED THE CAR BEGAN TO MOVE EVEN
12 THOUGH THE CLUTCH PEDAL WAS FULLY DEPRESSED. I
13 HAD TO TURN THE ENGINE OFF TO STOP THE CAR FROM
14 MOVING AND THE CLUTCH PEDAL REMAINED ON THE
FLOOR. AFTER A FEW MORE ATTEMPTS IT STARTED TO
WORK CORRECTLY. IT NOW DOES THIS EVERY TIME IT IS
PARKED FOR A FEW HOURS. VERY DANGEROUS DEFECT
THAT NEEDS TO BE RECALLED BY CHRYSLER.

15 kk. 6/20/2015 CLUTCH PEDAL KEPT GETTING STUCK IN
16 POSITION AND WOULD NOT DISENGAGE.

17 ll. 7/20/2015 WHEN GETTING INTO MY CAR IN THE MORNING
18 OR AFTER WORK (ANY TIME THE CAR HAS BEEN SITTING
19 FOR A WHILE), THE CLUTCH PEDAL GOES STRAIGHT TO
20 THE FLOOR AND DOESN'T COME BACK UP. I CANNOT PUT
21 MY CAR INTO GEAR OR EVEN START THE CAR. I HAVE TO
22 PUMP THE CLUTCH PEDAL FOR A FEW MINUTES UNTIL I
HAVE A LITTLE PRESSURE TO EVEN START MY CAR. MY
CAR STALLED OUT TWICE FROM THIS WHEN ENTERING A
PARKING GARAGE AND I ALMOST HIT ANOTHER CAR
BECAUSE OF THIS. AFTER DRIVING THE CAR FOR 2-3 MILES
THE CLUTCH SEEMS TO COME BACK TO NORMAL
PRESSURE AND I CAN SHIFT FINE AT THAT POINT.

23 mm. 7/27/2015 I HAVE A 2013 DODGE DART RALLYE. I BOUGHT
24 IT USED IN JANUARY 2015. IT HAS THE 1.4 MULTI AIR
25 TURBO WITH 6 SPD MANUAL TRANSMISSION. MY
26 PROBLEM IS JUST ABOUT EVERY MORNING OR AFTER THE
27 CAR SETS FOR A FEW HOURS WHEN I TRY TO START THE
28 CAR I PUSH THE CLUTCH PEDAL IN TO START THE CAR AND
I GO TO PUT THE CAR IN GEAR AND IT WON'T GO IN GEAR
WITH MY CLUTCH PEDAL TO THE FLOOR AND THE CAR
TRY'S TO MOVE WHEN I TRY TO PUT IT IN GEAR SO I LET
OFF THE CLUTCH AND IT STICKS HALF WAY TO THE FLOOR

1 SO I HAVE TO PUMP IT FOR ABOUT 2 MINUTES OR UNTIL
2 THE CAR WARMS UP JUST TO PUT IT IN GEAR I DID
3 RESEARCH ON THIS AND APAIRENTLY ALOT OF PEOPLE
4 WITH THIS CAR HAVE BEEN HAVING THIS SAME PROBLEM
AND CHRYSLER WANTS TO CHARGE ME JUST TO TAKE A
LOOK AT IT BECAUSE IT IS OUT OF WARRANTY THIS ISSUE
REALLY NEEDS TO BE LOOKED INTO.

5 nn.8/6/2015 INTERMITTENTLY, THE CLUTCH PEDAL HAD
6 DROPPED TO THE FLOOR WHEN DEPRESSED AND NOT
7 RETURNING WITHOUT PUMPING THE PEDAL PRIOR TO
8 STARTING THE ENGINE. THIS WAS BECOMING COMMON
9 AFTER THE CAR WAS NOT IN OPERATION OVERNIGHT BUT
10 ON 6-AUG-15 THE WHILE DRIVING AT HIGHWAY SPEEDS
11 PRIOR TO EXITING A LIMITED ACCESS HIGHWAY WITH THE
12 PEDAL DEPRESSED TO THE FLOOR THE ENGINE DID NOT
13 DISENGAGE FROM THE TRANSMISSION OR ALLOW THE
14 SHIFTER TO BE MOVE OUT OF GEAR. IT REQUIRED THE
PEDAL TO BE PULLED UP MANUALLY WITH THE TOE OF MY
SHOE AND PUMPED BEFORE IT ACTUATED THE CLUTCH
AND ALLOWED THE CAR TO STOP. AN ACCIDENT WAS
NARROWLY AVOIDED ON INTERSTATE 495 DUE TO THIS
FAILURE. CHRYSLER WAS CONTACTED REGARDING THE
SERVICE BULLETIN M37, TRANSAXIAL SLAVE VALVE
DEFECT AND THEY SAID THIS IS A LISTED ISSUE FOR THE
CAR/ENGINE BUT NOT FOR THIS VIN. REGARDLESS OF THE
BULLETIN'S "COMMITMENT TO SAFETY" THEY WOULD
NOT COVER ANY TOWING OR REPAIR.

15 oo.8/6/2015 WHEN TRYING TO START THE CAR THE CLUTCH
16 PEDAL WILL GET STUCK DOWN AND NOT ENGAGE. IF THIS
HAPPENS WHEN DRIVING IT COULD CAUSE AN ACCIDENT.

17 pp.8/14/2015 WHEN I WENT TO TURN MY CAR ON, WHICH IS A
18 MANUAL, MY CLUTCH PEDAL STAYED ENGAGED AND
19 WOULD NOT RELEASE AND MY CAR WOULD NOT TURN
20 OFF. I COULD NOT TURN THE KEY TO TURN THE CAR OFF. I
21 HAD TO WAIT A FEW MINUTES BEFORE THE CLUTCH
22 RELEASED AND I WAS FINALLY ABLE TO TURN MY CAR
23 OFF. WHEN I TRIED AGAIN TO TURN MY CAR ON THE
CLUTCH PEDAL ONCE AGAIN STAYED ENGAGED AND
WOULD NOT RELEASE BUT I WAS ABLE TO TURN MY CAR
OFF THE SECOND TIME. AND TRY AGAIN AND AGAIN UNTIL
THE CLUTCH WOULD RETURN AFTER I TURNED THE CAR
ON

24 qq.8/26/2015 WHEN TRYING TO START THE CAR, THE CLUTCH
25 PEDAL WILL GET STUCK DOWN AND NOT ENGAGE
26 INTERMITTENTLY. THE CLUTCH PEDAL DROPS TO THE
27 FLOOR WHEN DEPRESSED AND NOT RETURNING WITHOUT
PUMPING THE PEDAL PRIOR TO STARTING THE ENGINE.
THIS IS BECOMING COMMON AFTER THE CAR IS NOT IN
OPERATION OVERNIGHT

28 rr. 8/27/2015 THIS HAS BEEN AN ONGOING-INTERMITTENT

1 PROBLEM/ISSUE. THE HYDRAULIC CLUTCH SYSTEM
2 (MANUAL TRANS) WILL LOSE PRESSURE WHICH MEANS
3 THAT THE CLUTCH PEDAL WILL GO TO THE FLOOR AND I
4 CAN'T SHIFT THE TRANSMISSION. AT TIMES IT IS ONLY
5 DOING THIS FIRST THING IN THE MORNING BUT WILL GET
6 PRESSURE AFTER "PUMPING IT UP" A FEW TIMES. IT WILL
7 LOSE PRESSURE AFTER DRIVING FOR A PERIOD OF 15-20
8 MINUTES MEANING THAT WHEN COMING TO A STOP I AM
9 UNABLE TO DOWNSHIFT. ONCE STOPPED, WHEN IT HAS
10 LOST PRESSURE, IF YOU LEAVE THE TRANSMISSION IN
11 FIRST GEAR, OR REVERSE, IT WILL MOVE WHEN THE
12 IGNITION KEY IS PUT INTO THE START MODE WHEN THE
13 CLUTCH PEDAL IS FULLY DEPRESSED! THERE HAVE NEVER
14 BEEN ANY FLUID LEAKS OR SIGNS THAT THE LEVEL HAS
15 GONE DOWN. I HAVE SEEN ON A DODGE DART OWNERS
16 WEBSITE THAT THIS IS A PROBLEM THAT OTHERS HAVE
17 HAD AS WELL.

18 ss. 9/29/2015 ONGOING CLUTCH/HYDRAULIC PROBLEMS HAVE
19 CAUSED ME TO BE IN SEVERAL UNSAFE SITUATIONS. FIRST
20 SAFETY CONCERN WAS DUE TO CAR STALLING WHEN
21 ATTEMPTING TO ACCELERATE FROM A STOP. THERE WERE
22 SEVERAL TIMES THAT IMPROPER CLUTCH ENGAGEMENT
23 CAUSED THE CAR TO JERK AND DIE AT A STOP. SECOND
24 CONCERN WAS FROM DIFFICULTY SHIFTING GEARS IN
25 STOP AND GO TRAFFIC DUE TO CLUTCH NOT ENGAGING
26 FULLY. THIRD CONCERN WAS FROM TOTAL SYSTEM
27 FAILURE (19426 MILES): EXITED INTERSTATE HIGHWAY
28 AND DEPRESSED CLUTCH TO SHIFT TO NEUTRAL. WHILE
DEPRESSING THE CLUTCH I HEARD A LOUD POP/CLUNK
SOUND AND THE CLUTCH INSTANTLY DROPPED TO THE
FLOOR. I THEN STARTED SMELLING THE CLUTCH BURNING
AND HAD NO ABILITY TO SHIFT OR ENGAGE GEARS. I WAS
LEFT IN THE MIDDLE OF THE ROADWAY AND HAD TO PUSH
MY VEHICLE TO A SAFE LOCATION ON THE SHOULDER OF
THE ROAD THANKS TO THE HELP OF SOME PEOPLE THAT
STOPPED. AFTER TOWING THE VEHICLE TO THE
DEALERSHIP FOR REPAIR, I WAS TOLD THE FLYWHEEL,
PRESSURE PLATE, AND CLUTCH NEEDED TO BE REPLACED
(19,426 MILES). FOURTH CONCERN WAS A FAILURE OF THE
CLUTCH (APPROX 34,735 MILES): AFTER BACKING OUT OF
A DRIVEWAY THE CLUTCH STUCK TO THE FLOOR AND
WOULD NOT RETURN TO THE NORMAL POSITION CAUSING
THE INABILITY TO SHIFT. AFTER RESTARTING VEHICLE I
HAD TO LIFT CLUTCH BY HAND AND PUMP CLUTCH TO
REGAIN HYDRAULIC PRESSURE. I WAS TOLD CLUTCH HAD
FAILED AND WAS BLAMED FOR FAILURE FROM RIDING
CLUTCH MILEAGE PROBLEMS FIRST REPORTED (I
CONTINUED TO MENTION PROBLEMS ON LATER VISITS):
1555 - NOISE RELEASING CLUTCH 2072 - RESISTANCE AND
ENGAGEMENT CHANGING IN THE CLUTCH
MILEAGE/REPAIRS MADE: 5905 - MASTER
CYLINDER/ACTUATOR REPLACED 19426 - CLUTCH,
PRESSURE PLATE, AND FLYWHEEL REPLACED 34747 -
CLUTCH, PRESSURE PLATE, FLYWHEEL, AND SLAVE

1 CYLINDER REPLACED (AWAITING AMENDED REPAIR
2 ORDER) AFTER LATEST REPAIR THE CAR IS BACK IN SHOP
3 DUE TO RETURNED HYDRAULIC PRESSURE VARIANCE

4 tt. 12/4/2015 I HAVE A 2013 DODGE DART. AFTER 2 YEARS, THE
5 CLUTCH SUDDENLY STUCK TO THE FLOOR, THE VEHICLE
6 INOPERABLE; IT NEEDED A NEW MASTER CYLINDER. A
7 FEW MONTHS LATER, I STARTED NOTICING IT STICKING
8 AGAIN, BUT IT COULD BE PULLED OUT BY USING MY FOOT
9 TO POP IT BACK OUT. SO I PROMPTLY TOOK IT TO THE
10 DEALER. THEY SAID EVERYTHING WAS NORMAL. LAST
11 MONTH, THE CLUTCH WENT OUT AGAIN. HAD TO BE
12 TOWED TO THE DEALER. NOW IT SEEMS THEY ARE
13 REPLACING THE ENTIRE CLUTCH KIT. TOLD ME THE
14 FLYWHEEL WAS COMPLETELY BURNED OUT. AND TRIED
15 TO BLAME MY DRIVING, SAYING THE FLYWHEEL WAS
16 NORMAL WHEN THEY EVALUATED IT. NO WAY, DODGE.
17 NOW THEY'VE HAD MY CAR SINCE NOVEMBER 16TH,
18 TODAY BEING DEC. 3, AND IT STILL WON'T BE FIXED UNTIL
19 WELL INTO NEXT WEEK. AND THE RENTAL CAR IS OUT OF
20 MY POCKET.

21 uu. 12/23/2015 CAME UP TO A STOP SIGN, DROVE OFF AND
22 WENT TO SHIFT INTO 2ND (STANDARD TRANSMISSION)
23 AND MY SHIFTER WAS LOOSE. GEAR IS STUCK IN FIRST.

24 vv. 1/4/2016 CLUTCH PEDAL DOES NOT RETURN FROM
25 DEPRESSED POSITION. CLUTCH PEDAL IS SOFT AND
26 CLUTCH MECHANISM DOES NOT FUNCTION PROPERLY
27 FOR A FEW MINUTES OF INITIAL OPERATION. AFTER THE
28 INITIAL INCIDENT THIS PROBLEM HAS BECOME MORE
FREQUENT AND NOW OCCURS ALMOST DAILY.

ww. 1/26/2016 1) SLAVE CYLINDER IN TRANSMISSION
(MANUAL) BEGAN FAILING AT 12,000 MILES, CAUSING
CLUTCH PEDAL TO LOSE PRESSURE AND NOT RETURN TO
TOP OF TRAVEL. UNABLE TO SHIFT INTO ANY GEAR. THIS
OCCURRED WHEN PARKED OVERNIGHT. DEALERSHIP
REPLACED SLAVE CYLINDER, CLUTCH, AND THROW OUT
BEARING WITH NO CHARGE.

xx. 2/10/2016 CAR SHIFTS OUT OF GEAR, HAS LITTLE POWER,
SERVICE LIGHT COMES ON, WILL NOT START AT TIMES,
TAKEN TO DEALERS FOR RECALL R42 TWICE PARTS NOT
AVAILABLE. NOW THEY ARE SAYING A WHOLE NEW
TRANSMISSION IS NEEDED AT A COST OF OVER 8
THOUSAND DOLLARS. CLUTCH PLATE CRACKED AND FLY
WHEEL DAMAGED. TRYING TO BLAME MY DRIVING, HAD
TO BE TOWED.

yy. 3/4/2016 I GOT 2013 DODGE DART 1.4L TURBO 6 SPEED
MANUAL AND EVERY MORNING WHEN LEAVE FOR WORK
CLUTCH PEDAL GOES TO FLOOR AND HAVE TO PUMP IT
GOOD BIT JUST TO GET IT TO CHANGE GEARS. STARTED
CAR IN REVERSE AND CAR TAKES OFF WHILE ENGINE IS

TURNING OVER. AND ON HIGHWAY IF STAY IN SAME GEAR FOR LONG PERIODS OF TIME IT WILL NOT COME OUT GEAR AND BEEN TO DEALERSHIP 2 TIMES FOR THIS AND THEY SAY NOTHING WRONG

2014 Dodge Dart

- a. 9/12/2014 TL* THE CONTACT OWNS A 2014 DODGE DART. WHILE DRIVING APPROXIMATELY 10 MPH, THE CLUTCH BECAME STUCK IN THE DOWNWARD POSITION AND THE GEAR SHIFTER WAS STUCK IN FIRST GEAR. THE CONTACT HAD TO DEPRESS THE CLUTCH COMPLETELY DOWN TO THE FLOORBOARD TO LOOSEN THE CLUTCH, FOLLOWED BY AGGRESSIVELY PULLING THE GEAR SHIFTER TO GET IT OUT OF FIRST POSITION. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED. THE VIN WAS UNAVAILABLE. THE APPROXIMATE FAILURE MILEAGE WAS 33,000.
- b. 1/29/2015 THE CLUTCH PEDAL WOULD STICK TO THE FLOOR IN COLD WEATHER. WOULD EASILY STALL BECAUSE OF POOR ENGAGEMENT. SOMETIMES THE CAR WOULD BUCK OR STUTTER BECAUSE THE CLUTCH WOULD NOT BE ABLE TO EFFECTIVELY ENGAGE. SOMETIMES THE VEHICLE WOULD STALL ON ENGAGEMENT AND HAVE TO SIT FOR SEVERAL MINUTES BEFORE THE ENGINE WOULD START. AFTER AN ATTEMPTED REPAIR TO THE CLUTCH HYDRAULICS BY CORWIN THE CLUTCH STILL HAS SLOP IN IT AND POOR WORKSMANSHIP WAS FOUND AT ANOTHER DEALER. THE TRANSMISSION IS NOW NOISY AND MAKES LOUD CLUNKING OR WHINING NOISES WHEN THE CLUTCH IS ENGAGED OR DISENGAGED. THE CLUTCH WILL STILL PARTIALLY STICK TO THE FLOOR IN SEVERE COLD AND IS NOT SAFE TO DRIVE. *TR
- c. 4/9/2015 PURCHASED A 2014 DODGE DART USED WITH A 6 SPEED. THIS INCIDENT HAPPENED JUST THREE WEEKS AFTER I PURCHASED IT. I NOTICED IT STARTED TO SLIP AND WHILE DRIVING DOWN THE HIGHWAY I HEARD A NOISE, CAR LOST POWER AND SMOKE STARTED POURING OUT FROM UNDER THE HOOD. I HAD IT TOWED TO THE DEALERSHIP WHERE I WAS INFORMED THAT SOMETHING FAILED IN THE CLUTCH, BLOWING A HOLE THROUGH THE TRANSMISSION. THIS ALL HAPPENED WITHIN A MINUTE OR SO WHILE DRIVING AT HIGHWAY SPEEDS.
- d. 7/27/2015 WHILE DRIVING CLUTCH WILL LOSE COMPRESSION MAKING IT DIFFICULT TO SHIFT WITHOUT GRINDING GEARS. CLUTCH WILL GO ALL THE WAY TO THE FLOOR AND INHIBITED YOU FROM SHIFTING. I HAVE HAD TO SHIFT INTO NEUTRAL TO SLOW DOWN HOPING THE CLUTCH REGAINS COMPRESSION IN ORDER TO SHIFT INTO APPROPRIATE GEAR. THIS ALSO INHIBITS PROPER ACCELERATION WHEN SHIFTING GEARS.

- 1 e. 9/15/2015 THE VEHICLE HAS A MANUAL TRANSMISSION.
2 MY VEHICLE REVS WHEN ATTEMPTING TO SHIFT IT. THE
3 CLUTCH WILL BE COMPLETELY UP AND THE VEHICLE
4 WILL STILL REV AS IF IT IS ENGAGED. AT THIS POINT
5 THERE IS NOTHING THAT CAN BE DONE UNTIL IT STOPS
6 REVING. IT ALSO GRINDS AND CLATTERS WHEN
7 SHIFTING FROM 1ST TO 2ND AND 2ND TO 3RD GEAR. VERY
8 ROUGH SHIFTING AND SOMETIMES EXPERIENCE A
9 BURNING SMELL AFTER ITS DRIVEN.

6 70. Also, complaints posted by consumers in forums demonstrate that
7 the defect is widespread and dangerous and that it manifests without warning.
8 The complaints also indicate Defendant's awareness of the the Clutch Defect and
9 the dangerous conditions it creates. The following are some safety complaints
10 relating to the Clutch Defect (spelling and grammar mistakes remain as found in
11 the original) (Edmunds.com (May 25, 2016), <http://www.edmunds.com/>).

12 **Edmunds.com**

- 13 a. Posted on 4/2/2016 by teddyluv: I too have thought about a
14 lawyer, as I had the master cylinder replaced twice since Sept
15 2014, then in Jan of this year, the clutch went out, I was told
16 that it was normal wear & tear, had nothing to do with the
17 master cylinder& therefore cost me 2369.00 to repair. then it
18 was back in the shop, the turbo went out on it..... had it back
19 for 6 days when once again, the clutch pedal went to the floor
20 & stayed there. For the THIRD time in 1 1/2 years my 2013
21 Dodge dart is Back in the shop to have the master cylinder
22 replaced . Chrysler just says " I am sorry & refuses to work with
23 me. Hello: Look at the cars history, I feel that Chrysler should
24 step up & do the " Right " thing here. They do not seem to care
25 about their customers, or realize just how much word of mouth
26 advertising can hurt their business. I can't begin to tell you how
27 many people I have already told about my issues, and they Will
28 not be purchasing a vehicle from Chrysler/ Dodge because of it.
I am amazed that there are so many issues with the Dodge dart
& Chrysler is getting away scott free.
- b. Posted on 4/2/2016 by fireemt45: I have a 2015 Dodge Dart
with 22000 miles on it. I started having problems with the car
two weeks ago. The clutch would reengage while driving down
the road at about 3000 rpms in third and fourth gear. That was
the first couple days. I went to the dealer right away and I had
to wait a week to get the car looked at. When I took the car to
the dealer finally the clutch was doing it in all six gears. They
looked at it and claim that it is normal wear and tear. They are
paying for parts. I still dont understand how the clutch is out at
22000 miles. I have been driving a Manual since I started
driving. Has anyone had a simlair problem and what their
dealer did to fix the problem. I see that theres quite a few

problems with the master cylinder.

71. The Clutch Defect poses an unreasonable safety risk for Class Members, as well as the drivers, passengers, and pedestrians sharing the road with Class Vehicles. A driver's ability to change gears, and the driver's reliance on a vehicle's Clutch System to perform properly, are critical to safe vehicle operation. A defect that causes one or more of the problems described above poses a safety hazard to drivers and the general public because it increases the risk of accidents.

FCA Had Exclusive Knowledge of the Clutch Defect

72. FCA had superior and exclusive knowledge of the Clutch Defect, and knew or should have known that the defect was not known or reasonably discoverable by Plaintiffs and Class Members before they purchased or leased the Class Vehicles.

73. Plaintiffs are informed and believe and based thereon allege that before Plaintiffs purchased their Class Vehicle, and since at least early 2012, FCA knew about the Clutch Defect through sources not available to consumers, including pre-release testing data, early consumer complaints about the Clutch Defects to Chrysler and its dealers, testing conducted in response to those complaints, high failure rates and replacement part sales data, aggregate data from Chrysler dealers, among other internal sources of aggregate information about the problem.

74. Before the Class Vehicles were available for sale, FCA acknowledged in its own press releases the extensive pre-release testing and analysis it conducted before bringing the Fiat C635 manual transmission to the market. For example, on April 28, 2012, Chrysler posted a media release, where Bob Lee, Vice President, Engine and Electrified Propulsion Engineering – Chrysler Group LLC, stated, "[t]he three new engines and transmissions

1 available in the new Dodge Dart have been designed and tested to meet
2 consumer's needs for fuel economy, refinement, durability and power in a
3 compact car." Additionally, each transmission was said to have undergone
4 "extensive testing and evaluation to ensure that customer expectations in the area
5 of refined shifting characteristics . . . are met."

6 75. FCA was also aware of the Clutch Defect through its experience
7 with the same Fiat C635 manual transmission used in 2011-2012 Dodge Journey
8 vehicles and the numerous complaints it received, both from consumers and from
9 automotive journalists, who roundly criticized its performance.

10 76. On January 20, 2012, FCA issued TSB "06-001-12" for the 2011-
11 2012 model year Dodge Journey vehicles equipped with the Fiat C635 manual
12 transmission because the clutch pedal was inoperative in some vehicles.

13 77. Further, in or around November 2012, FCA issued service bulletin
14 10051770-2112 because certain 2013 Dodge Dart vehicles were equipped with
15 defective clutch slave cylinders that could cause a hydraulic fluid leak and
16 failure of the clutch pedal.

17 78. Then, on or around August 15, 2014, FCA released STAR case
18 number S1406000001 to its dealers because the "Clutch Pedal Does Not Return
19 (Remains on the Floor) After Depressing the Pedal" in Dodge Dart vehicles
20 equipped with the Fiat C635 manual transmission. FCA instructed technicians to
21 replace the clutch master cylinder. The same Star Case S1406000001 was re-
22 released on February 26, 2015, to instruct technicians to replace the reservoir
23 hose as well. On August 24, 2015, a third version of Star Case S1406000001 was
24 released, eliminating the "Parts Required" section and listing the master clutch
25 cylinder and reservoir as discrete repairs.

26 79. Finally, in or around January 2016, FCA extended the clutch master
27 cylinder and reservoir hose warranty period for 2013-2015 Dodge Dart vehicles
28

1 exhibiting a “loss of clutch pedal operation including limited pedal travel and
2 limited clutch disengagement” and provided reimbursement for costs incurred by
3 clutch master cylinder repairs. As discussed above, this campaign was
4 incomplete because it omits other Clutch System components, including the
5 Clutch Slave Cylinder, even though they are bathed in the same hydraulic fluid
6 and subject to the same contamination that damages the clutch Master Cylinder.

7 80. The existence of the Clutch Defect is a material fact that a
8 reasonable consumer would consider when deciding whether to purchase or lease
9 a vehicle that was equipped with a manual transmission. Had Plaintiffs and
10 other Class Members known that the Class Vehicles were equipped with
11 defective Clutch Systems, they would not have purchased or leased the Class
12 Vehicles equipped with the Clutch System or would have paid less for them.

13 81. Reasonable consumers, like Plaintiffs, reasonably expect that a
14 vehicle’s Clutch System is safe, will function in a manner that will not pose a
15 safety hazard, and is free from defects. Plaintiffs and Class Members further
16 reasonably expect that FCA will not sell or lease vehicles with known safety
17 defects, such as the Clutch Defect, and will disclose any such defects to its
18 consumers when it learns of them. They did not expect FCA to fail to disclose
19 the Clutch Defect to them and to continually deny the defect.

20 **FCA Has Actively Concealed the Clutch Defect**

21 82. While it has been fully aware of the Clutch Defect in the Class
22 Vehicles, FCA actively concealed the existence and nature of the defect from
23 Plaintiffs and Class Members at the time of purchase, lease, or repair and
24 thereafter. Specifically, FCA failed to disclose or actively concealed at and after
25 the time of purchase, lease, or repair:

- 26 (a) any and all known material defects or material nonconformity
27 of the Class Vehicles, including the defects relating to the
28

1 Clutch System;

2 (b) that the Class Vehicles, including their Clutch Systems, were
3 not in good in working order, were defective, and were not fit
4 for their intended purposes; and

5 (c) that the Class Vehicles and their Clutch Systems were
6 defective, despite the fact that FCA learned of such defects
7 through alarming failure rates, customer complaints, as well
8 as through other internal sources, as early as 2012.

9 83. As a result of the Clutch Defect, FCA was inundated with
10 complaints regarding the Clutch Defect.

11 84. When consumers present the Class Vehicles to an authorized FCA
12 dealer for repair of the Clutch System, rather than repair the problem under
13 warranty, FCA dealers either inform consumers that their vehicles are
14 functioning properly or conduct repairs that merely mask the defect. For
15 example, Plaintiff Victorino was told by FCA and its dealership both that his
16 clutch failure was due to “normal wear and tear” and that it was his fault.

17 85. To this day, FCA has still not modified or redesigned any of the
18 defective components beyond the reservoir hose that continue to cause the
19 Clutch Defect.

20 86. On information and belief, FCA has caused Plaintiffs and Class
21 Members to expend money at its dealerships to diagnose, repair or replace the
22 Class Vehicles’ clutch master cylinder and reservoir hose, clutch slave cylinder
23 and release bearing, clutch disc and pressure plate, and flywheel, despite FCA’s
24 knowledge of the Clutch Defect.

25 **CLASS ACTION ALLEGATIONS**

26 87. Plaintiffs bring this lawsuit as a class action on behalf of themselves
27 and all others similarly situated as members of the proposed Class pursuant to
28

1 Federal Rules of Civil Procedure 23(a) and 23(b)(3). This action satisfies the
2 numerosity, commonality, typicality, adequacy, predominance, and superiority
3 requirements of those provisions.

4 88. The Class and Sub-Class are defined as:

5
6 **Nationwide Class:** All individuals in the United States
7 who purchased or leased any Dodge Dart vehicle
equipped with a Fiat C635 Manual Transmission (the
“Nationwide Class” or “Class”).

8 **California Sub-Class:** All members of the Nationwide
9 Class who reside in the State of California.

10 **CLRA Sub-Class:** All members of the California Sub-
11 Class who are “consumers” within the meaning of
California Civil Code § 1761(d).

12 **Implied Warranty Sub-Class:** All members of the
13 Nationwide Class who purchased or leased their vehicles
in the State of California.

14
15 89. Excluded from the Class and Sub-Classes are: (1) Defendant, any
16 entity or division in which Defendant has a controlling interest, and their legal
17 representatives, officers, directors, assigns, and successors; (2) the Judge to
18 whom this case is assigned and the Judge’s staff; and (3) those persons who have
19 suffered personal injuries as a result of the facts alleged herein. Plaintiffs reserve
20 the right to amend the Class and Sub-Class definitions if discovery and further
21 investigation reveal that the Class and Sub-Class should be expanded or
22 otherwise modified.

23 90. **Numerosity:** Although the exact number of Class Members is
24 uncertain and can only be ascertained through appropriate discovery, the number
25 is great enough such that joinder is impracticable. The disposition of the claims
26 of these Class Members in a single action will provide substantial benefits to all
27 parties and to the Court. The Class Members are readily identifiable from
28

1 information and records in Defendant's possession, custody, or control, as well
2 as from records kept by the Department of Motor Vehicles.

3 91. Typicality: Plaintiffs' claims are typical of the claims of the Class
4 in that Plaintiffs, like all Class Members, purchased or leased a Class Vehicle
5 designed, manufactured, and distributed by FCA, and equipped with a Fiat C635
6 manual transmission. The representative Plaintiffs, like all Class Members, have
7 been damaged by Defendant's misconduct in that they have incurred or will
8 incur the cost of repairing or replacing the defective Clutch System.
9 Furthermore, the factual bases of FCA's misconduct are common to all Class
10 Members and represent a common thread resulting in injury to all Class
11 Members.

12 92. Commonality: There are numerous questions of law and fact
13 common to Plaintiffs and the Class that predominate over any question affecting
14 only individual Class Members. These common legal and factual issues include
15 the following:

- 16 (a) Whether Class Vehicles suffer from defects relating to the
17 Clutch System;
- 18 (b) Whether the defects relating to the Clutch System constitute
19 an unreasonable safety risk;
- 20 (c) Whether Defendant knows about the defects relating to the
21 Clutch System and, if so, how long Defendant has known of
22 the defect;
- 23 (d) Whether the defective nature of the Clutch System constitutes
24 a material fact;
- 25 (e) Whether Defendant has a duty to disclose the defective nature
26 of the Clutch System to Plaintiffs and Class Members;
- 27 (f) Whether Plaintiffs and the other Class Members are entitled
28

1 to equitable relief, including but not limited to a preliminary
2 and/or permanent injunction;

3 (g) Whether Defendant knew or reasonably should have known of
4 the defects relating to the Clutch System before it sold and
5 leased Class Vehicles to Class Members;

6 (h) Whether Defendant should be declared financially responsible
7 for notifying all Class Members of the problems with the
8 Class Vehicles and for the costs and expenses of repairing and
9 replacing the defective Clutch System;

10 (i) Whether Defendant is obligated to inform Class Members of
11 their right to seek reimbursement for having paid to diagnose,
12 repair, or replace their defective Clutch System or clutch
13 components;

14 (j) Whether Defendant breached the implied warranty of
15 merchantability pursuant to the Magnuson-Moss Act; and

16 (k) Whether Defendant breached the implied warranty of
17 merchantability pursuant to the Song-Beverly Act;

18 93. Adequate Representation: Plaintiffs will fairly and adequately
19 protect the interests of the Class Members. Plaintiffs have retained attorneys
20 experienced in the prosecution of class actions, including consumer and product
21 defect class actions, and Plaintiffs intend to prosecute this action vigorously.

22 94. Predominance and Superiority: Plaintiffs and Class Members have
23 all suffered and will continue to suffer harm and damages as a result of
24 Defendant's unlawful and wrongful conduct. A class action is superior to other
25 available methods for the fair and efficient adjudication of the controversy.
26 Absent a class action, most Class Members would likely find the cost of
27 litigating their claims prohibitively high and would therefore have no effective
28

1 remedy at law. Because of the relatively small size of the individual Class
2 Members' claims, it is likely that only a few Class Members could afford to seek
3 legal redress for Defendant's misconduct. Absent a class action, Class Members
4 will continue to incur damages, and Defendant's misconduct will continue
5 without remedy. Class treatment of common questions of law and fact would
6 also be a superior method to multiple individual actions or piecemeal litigation in
7 that class treatment will conserve the resources of the courts and the litigants,
8 and will promote consistency and efficiency of adjudication.

9 **FIRST CAUSE OF ACTION**

10 **(Violation of California's Consumers Legal Remedies Act,** 11 **California Civil Code § 1750, *et seq.*)**

12 95. Plaintiffs incorporate by reference the allegations contained in the
13 preceding paragraphs of this Complaint.

14 96. Plaintiffs bring this cause of action on behalf of themselves and on
15 behalf of the members of the CLRA Sub-Class.

16 97. Defendant is a "person" as defined by California Civil Code
17 § 1761(c).

18 98. Plaintiffs and CLRA Sub-class Members are "consumers" within the
19 meaning of California Civil Code § 1761(d) because they purchased their Class
20 Vehicles primarily for personal, family, or household use.

21 99. By failing to disclose and concealing the defective nature of the
22 Clutch System from Plaintiffs and prospective Class Members, Defendant
23 violated California Civil Code § 1770(a), as it represented that the Class
24 Vehicles and their Clutch System had characteristics and benefits that they do
25 not have, and represented that the Class Vehicles and their Clutch Systems were
26 of a particular standard, quality, or grade when they were of another. *See* Cal.
27 Civ. Code §§ 1770(a)(5) & (7).
28

1 100. Defendant's unfair and deceptive acts or practices occurred
2 repeatedly in Defendant's trade or business, were capable of deceiving a
3 substantial portion of the purchasing public, and imposed a serious safety risk on
4 the public.

5 101. Defendant knew that the Class Vehicles and their Clutch System
6 suffered from an inherent defect, were defectively designed, and were not
7 suitable for their intended use.

8 102. As a result of their reliance on Defendant's omissions, owners
9 and/or lessees of the Class Vehicles suffered an ascertainable loss of money,
10 property, and/or value of their Class Vehicles. Additionally, as a result of the
11 Clutch Defect, Plaintiffs and Class Members were harmed and suffered actual
12 damages in that the Class Vehicles' clutch components are substantially certain
13 to fail before their expected useful life has run.

14 103. Defendant was under a duty to Plaintiffs and Class Members to
15 disclose the defective nature of the Clutch System and/or the associated repair
16 costs because:

- 17 (a) Defendant was in a superior position to know the true state of
18 facts about the safety defect in the Class Vehicles' Clutch
19 System;
20 (b) Plaintiffs and Class Members could not reasonably have been
21 expected to learn or discover that their Clutch System had a
22 dangerous safety defect until it manifested; and
23 (c) Defendant knew that Plaintiffs and Class Members could not
24 reasonably have been expected to learn of or discover the
25 safety defect.

26 104. In failing to disclose the defective nature of the Clutch System,
27 Defendant knowingly and intentionally concealed material facts and breached its
28

1 duty not to do so.

2 105. The facts Defendant concealed from or failed to disclose to
3 Plaintiffs and Class Members are material in that a reasonable consumer would
4 have considered them to be important in deciding whether to purchase or lease
5 the Class Vehicles or pay less. Had Plaintiffs and Class Members known that the
6 Class Vehicles' Clutch Systems were defective, they would not have purchased
7 or leased the Class Vehicles or would have paid less for them.

8 106. Plaintiffs and Class Members are reasonable consumers who do not
9 expect the Clutch System installed in their vehicles to exhibit problems such as
10 the clutch pedals "going soft" and remaining depressed to the floor,
11 transmissions failing to engage or disengage, gear shifts burning out, the clutches
12 and transmissions burning out, stalling, and failure to accelerate or decelerate.
13 This is the reasonable and objective consumer expectation relating to vehicle
14 clutches.

15 107. As a result of Defendant's conduct, Plaintiffs and Class Members
16 were harmed and suffered actual damages in that, on information and belief, the
17 Class Vehicles experienced and will continue to experience problems such as the
18 clutch pedals "going soft" and remaining depressed to the floor, clutches failing
19 to operate correctly and/or burning out, stalling, and failure to accelerate or
20 decelerate.

21 108. As a direct and proximate result of Defendant's unfair or deceptive
22 acts or practices, Plaintiffs and Class Members suffered and will continue to
23 suffer actual damages.

24 109. Plaintiffs and the Class are entitled to equitable relief.

25 110. Plaintiffs provided Defendant with notice of its violations of the
26 CLRA pursuant to California Civil Code § 1782(a). Defendant failed to provide
27 appropriate relief for their violations of the CLRA within 30 days. Therefore,
28

1 Plaintiffs seek monetary, compensatory, and punitive damages, in addition to
2 injunctive and equitable relief.

3 **SECOND CAUSE OF ACTION**

4 **(Violation of California Business & Professions Code § 17200, *et seq.*)**

5 111. Plaintiffs incorporate by reference the allegations contained in the
6 preceding paragraphs of this Complaint.

7 112. Plaintiffs bring this cause of action on behalf of themselves and on
8 behalf of the California Sub-Class.

9 113. As a result of their reliance on Defendant's omissions, owners
10 and/or lessees of the Class Vehicles suffered an ascertainable loss of money,
11 property, and/or value of their Class Vehicles. Additionally, as a result of the
12 Clutch Defect, Plaintiffs and Class Members were harmed and suffered actual
13 damages in that the Class Vehicles' clutch components are substantially certain
14 to fail before their expected useful life has run.

15 114. California Business & Professions Code § 17200 prohibits acts of
16 "unfair competition," including any "unlawful, unfair or fraudulent business act
17 or practice" and "unfair, deceptive, untrue or misleading advertising."

18 115. Plaintiffs and Class Members are reasonable consumers who do not
19 expect their Clutch Systems to exhibit problems such as the clutch pedals "going
20 soft" and remaining depressed to the floor, clutches failing to operate correctly
21 and/or burning out, stalling, and failure to accelerate or decelerate.

22 116. Defendant knew the Class Vehicles and their transmissions suffered
23 from inherent defects, were defectively designed or manufactured, would fail
24 prematurely, and were not suitable for their intended use.

25 117. In failing to disclose the defects with the transmission, Defendant
26 has knowingly and intentionally concealed material facts and breached its duty
27 not to do so.
28

1 118. Defendant was under a duty to Plaintiffs and Class Members to
2 disclose the defective nature of the Class Vehicles and their transmissions:

- 3 (a) Defendant was in a superior position to know the true state of
4 facts about the safety defect in the Class Vehicles’
5 transmissions;
6 (b) Defendant made partial disclosures about the quality of the
7 Class Vehicles without revealing the defective nature of the
8 Class Vehicles and their transmissions; and
9 (c) Defendant actively concealed the defective nature of the Class
10 Vehicles and their Clutch Systems from Plaintiffs and the
11 Class.

12 119. The facts Defendant concealed from or not disclosed to Plaintiffs
13 and Class Members are material in that a reasonable person would have
14 considered them to be important in deciding whether to purchase or lease Class
15 Vehicles. Had Plaintiffs and other Class Members known that the Class
16 Vehicles’ Clutch Systems were defective and posed a safety hazard, then
17 Plaintiffs and the other Class Members would not have purchased or leased Class
18 Vehicles equipped with the equipped Clutch Systems, or would have paid less
19 for them.

20 120. Defendant continued to conceal the defective nature of the Class
21 Vehicles and their Clutch Systems even after Class Members began to report
22 problems. Indeed, Defendant continues to cover up and conceal the true nature
23 of the problem.

24 121. Defendant’s conduct was and is likely to deceive consumers.

25 122. Defendant’s acts, conduct and practices were unlawful, in that they
26 constituted:

- 27 (a) Violations of California’s Consumers Legal Remedies Act;
28

1 (b) Violations of the Song-Beverly Consumer Warranty Act;

2 (c) Violations of the Magnuson-Moss Warranty Act.

3 123. By its conduct, Defendant has engaged in unfair competition and
4 unlawful, unfair, and fraudulent business practices.

5 124. Defendant's unfair or deceptive acts or practices occurred
6 repeatedly in Defendant's trade or business, and were capable of deceiving a
7 substantial portion of the purchasing public.

8 125. As a direct and proximate result of Defendant's unfair and deceptive
9 practices, Plaintiffs and the Class have suffered and will continue to suffer actual
10 damages.

11 126. Defendant has been unjustly enriched and should be required to
12 make restitution to Plaintiffs and the Class pursuant to §§ 17203 and 17204 of
13 the Business & Professions Code.

14 **THIRD CAUSE OF ACTION**

15 **(Breach of Implied Warranty Pursuant to Song-Beverly**

16 **Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1, *et seq.*)**

17 127. Plaintiffs incorporate by reference the allegations contained in the
18 preceding paragraphs of this Complaint.

19 128. Plaintiffs bring this cause of action against Defendant on behalf of
20 themselves and on behalf of the members of the Implied Warranty Sub-Class.

21 129. Defendant was at all relevant times the manufacturer, distributor,
22 warrantor, and/or seller of the Class Vehicles. Defendant knew or had reason to
23 know of the specific use for which the Class Vehicles were purchased or leased.

24 130. Defendant provided Plaintiffs and Class Members with an implied
25 warranty that the Class Vehicles and their components and parts are
26 merchantable and fit for the ordinary purposes for which they were sold.

27 However, the Class Vehicles are not fit for their ordinary purpose of providing
28

1 reasonably reliable and safe transportation because, inter alia, the Class Vehicles
2 and their Clutch Systems suffered from an inherent defect at the time of sale and
3 thereafter are not fit for their particular purpose of providing safe and reliable
4 transportation.

5 131. Defendant impliedly warranted that the Class Vehicles were of
6 merchantable quality and fit for such use. This implied warranty included,
7 among other things: (i) a warranty that the Class Vehicles and their Clutch
8 Systems were manufactured, supplied, distributed, and/or sold by FCA were safe
9 and reliable for providing transportation; and (ii) a warranty that the Class
10 Vehicles and their Clutch Systems would be fit for their intended use while the
11 Class Vehicles were being operated.

12 132. Contrary to the applicable implied warranties, the Class Vehicles
13 and their Clutch Systems at the time of sale and thereafter were not fit for their
14 ordinary and intended purpose of providing Plaintiffs and Class Members with
15 reliable, durable, and safe transportation. Instead, the Class Vehicles are
16 defective, including the defective design and manufacture of their Clutch
17 Systems.

18 133. The alleged Clutch Defect is inherent in each Class Vehicle and was
19 present in each Class Vehicle at the time of sale.

20 134. As a result of Defendant's breach of the applicable implied
21 warranties, owners and/or lessees of the Class Vehicles suffered an ascertainable
22 loss of money, property, and/or value of their Class Vehicles. Additionally, as a
23 result of the Clutch Defect, Plaintiffs and Class Members were harmed and
24 suffered actual damages in that the Class Vehicles' clutch components are
25 substantially certain to fail before their expected useful life has run.

26 135. Defendant's actions, as complained of herein, breached the implied
27 warranty that the Class Vehicles were of merchantable quality and fit for such
28

1 use in violation of California Civil Code §§ 1792 and 1791.1.

2 **FOURTH CAUSE OF ACTION**

3 **(Breach of Implied Warranty under the Magnuson-Moss Warranty Act,**
4 **15 U.S.C. § 2303 *et seq.*)**

5 136. Plaintiffs incorporate by reference the allegations contained in the
6 preceding paragraphs of this Complaint.

7 137. Plaintiffs bring this cause of action on behalf of themselves and on
8 behalf of the Nationwide Class, or, in the alternative, on behalf of the California
9 Sub-Class, against Defendant.

10 138. The Class Vehicles are a “consumer product” within the meaning of
11 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

12 139. Plaintiffs and Class Members are “consumers” within the meaning
13 of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

14 140. Defendant is a “supplier” and “warrantor” within the meaning of the
15 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

16 141. FCA impliedly warranted that the Class Vehicles were of
17 merchantable quality and fit for such use. This implied warranty included,
18 among other things: (i) a warranty that the Class Vehicles and their Clutch
19 Systems were manufactured, supplied, distributed, and/or sold by FCA were safe
20 and reliable for providing transportation; and (ii) a warranty that the Class
21 Vehicles and their Clutch Systems would be fit for their intended use while the
22 Class Vehicles were being operated.

23 142. Contrary to the applicable implied warranties, the Class Vehicles
24 and their Clutch Systems at the time of sale and thereafter were not fit for their
25 ordinary and intended purpose of providing Plaintiffs and Class Members with
26 reliable, durable, and safe transportation. Instead, the Class Vehicles are
27 defective, including but not limited to the defective design of their Clutch
28

1 Systems.

2 143. Defendant's breach of implied warranties has deprived Plaintiffs
3 and Class Members of the benefit of their bargain.

4 144. The amount in controversy of Plaintiffs' individual claims meets or
5 exceeds the sum or value of \$25,000. In addition, the amount in controversy
6 meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs)
7 computed on the basis of all claims to be determined in this suit.

8 145. Defendant has been afforded a reasonable opportunity to cure its
9 breach, including when Plaintiffs and Class Members brought their vehicles in
10 for diagnoses and repair of the Clutch System.

11 146. As a direct and proximate cause of Defendant's breach of implied
12 warranties, Plaintiffs and Class Members sustained damages and other losses in
13 an amount to be determined at trial. Defendant's conduct damaged Plaintiffs and
14 Class Members, who are entitled to recover actual damages, consequential
15 damages, specific performance, diminution in value, costs, attorneys' fees,
16 and/or other relief as appropriate.

17 147. As a result of Defendant's violations of the Magnuson-Moss
18 Warranty Act as alleged herein Plaintiffs and Class Members have incurred
19 damages.

20 **FIFTH CAUSE OF ACTION**

21 **(For Unjust Enrichment)**

22 148. Plaintiffs incorporate by reference the allegations contained in the
23 preceding paragraphs of this Complaint.

24 149. Plaintiffs bring this cause of action on behalf of themselves and on
25 behalf of the Class Members against Defendant.

26 150. As a direct and proximate result of Defendant's failure to disclose
27 known defects, Defendant has profited through the sale and lease of said
28

1 vehicles. Although these vehicles are purchased through Defendant's agents, the
2 money from the vehicle sales flows directly back to Defendant.

3 151. Additionally, as a direct and proximate result of Defendant's failure
4 to disclose known defects in the Class Vehicles, Plaintiffs and Class Members
5 have vehicles that require repeated, high-cost repairs that can and therefore have
6 conferred an unjust substantial benefit upon Defendant.

7 152. Defendant has therefore been unjustly enriched due to the known
8 defects in the Class Vehicles through the use of funds that earned interest or
9 otherwise added to Defendant's profits when said money should have remained
10 with Plaintiffs and Class Members.

11 153. As a result of the Defendant's unjust enrichment, Plaintiffs and
12 Class Members have suffered damages.

13 **RELIEF REQUESTED**

14 154. Plaintiffs, on behalf of themselves, and all others similarly situated,
15 request the Court to enter judgment against Defendant, as follows:

- 16 (a) An order certifying the proposed Class and Sub-Classes,
17 designating Plaintiffs as named representative of the Class,
18 and designating the undersigned as Class Counsel;
- 19 (a) A declaration that Defendant is financially responsible for
20 notifying all Class Members about the defective nature of the
21 Clutch System;
- 22 (b) An order enjoining Defendant from further deceptive
23 distribution, sales, and lease practices with respect to Class
24 Vehicles; compelling Defendant to issue a recall for the Class
25 Vehicles pursuant to the applicable NHTSA guidelines;
26 compelling Defendant to remove, repair, and/or replace the
27 Class Vehicles' defective Clutch System components with
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1 suitable alternative product(s) that do not contain the defects
2 alleged herein; enjoining Defendant from selling the Class
3 Vehicles with the misleading information; and/or compelling
4 Defendant to reform its warranty, in a manner deemed to be
5 appropriate by the Court, to cover the injury alleged and to
6 notify all Class Members that such warranty has been
7 reformed;

8 (c) A declaration requiring Defendant to comply with the various
9 provisions of the Song-Beverly Act alleged herein and to
10 make all the required disclosures;

11 (d) An award to Plaintiffs and the Class for compensatory,
12 exemplary, and statutory damages, including interest, in an
13 amount to be proven at trial;

14 (e) Any and all remedies provided pursuant to the Song-Beverly
15 Act, including California Civil Code section 1794;

16 (f) Any and all remedies provided pursuant to the Magnuson-
17 Moss Warranty Act;

18 (g) A declaration that Defendant must disgorge, for the benefit of
19 the Class, all or part of the ill-gotten profits it received from
20 the sale or lease of its Class Vehicles, or make full restitution
21 to Plaintiffs and Class Members;

22 (h) An award of attorneys' fees and costs, as allowed by law;

23 (i) An award of attorneys' fees and costs pursuant to California
24 Code of Civil Procedure § 1021.5;

25 (j) An award of pre-judgment and post-judgment interest, as
26 provided by law;

27 (k) Leave to amend the Complaint to conform to the evidence
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1 produced at trial; and

2 (l) Such other relief as may be appropriate under the
3 circumstances.

4 **DEMAND FOR JURY TRIAL**

5 155. Pursuant to Federal Rule of Civil Procedure 38(b) and Southern
6 District of California Local Rule 38.1, Plaintiffs demand a trial by jury of any
7 and all issues in this action so triable.

8 Dated: June 19, 2017

9 Respectfully submitted,

10 Capstone Law APC

11 By: /s/ Jordan L. Lurie

12 Jordan L. Lurie

13 Tarek H. Zohdy

14 Cody R. Padgett

Karen L. Wallace

15 Attorneys for Plaintiffs Carlos Victorino
16 and Adam Tavitian

EXHIBIT 1

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9 Attorneys for Plaintiffs Carlos
Victorino and Adam Tavitian
10

11 UNITED STATES DISTRICT COURT
12 SOUTHERN DISTRICT OF CALIFORNIA

13 CARLOS VICTORINO and ADAM
14 TAVITIAN, individually, and on
15 behalf of other members of the
general public similarly situated,

16 Plaintiffs,

17 v.

18 FCA US LLC, a Delaware limited
19 liability company,

20 Defendant.
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Case No.: '16CV1617 GPC JLB

**DECLARATION OF CARLOS
VICTORINO IN SUPPORT OF
VENUE FOR CLASS ACTION
COMPLAINT PURSUANT TO
CIVIL CODE SECTION 1780(d)**

DECLARATION OF CARLOS VICTORINO

I, Carlos Victorino, declare under penalty of perjury as follows:

1. I make this declaration based upon my personal knowledge except as to those matters stated herein that are based upon information and belief, and as to those matters I believe them to be true. I am over the age of eighteen, a citizen of the State of California, and a Plaintiff in this action.

2. Pursuant to California Civil Code section 1780(d), this Declaration is submitted in support of Plaintiff's Selection of Venue for the Trial of Plaintiffs' Cause of Action alleging violation of California's Consumers Legal Remedies Act.

3. I reside in Chula Vista, California, which is in the County of San Diego. I keep my vehicle, which is the subject of this lawsuit, at my home in Chula Vista. I also service my vehicle in the County of San Diego.

4. I am informed and believe that Defendant FCA US LLC ("Defendant") is a Delaware limited liability company, organized and existing under the laws of the State of Delaware, and registered to conduct business in California. Defendant FCA US LLC's Corporate Headquarters are located at 1000 Chrysler Drive, Auburn Hills, Michigan 48326. On information and belief, Defendant conducts business in San Diego County, including marketing, distributing, selling, and servicing vehicles through its authorized dealerships.

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6. I declare under penalty of perjury under the laws of California and the United States of America that the foregoing is true and correct.

DocuSigned by:
Carlos Victorino
E634D550275A454
Carlos Victorino

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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On June 19, 2017, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT** on the interested parties in this action by sending on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

PLEASE SEE ATTACHED SERVICE LIST

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- ☒ **VIA CM/ECF:** I hereby certify that this document was served via the USDC CM/ECF on the parties Notice of this filing was served by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. I certify that the parties or their counsel are registered as ECF filers and that they will be served by the CM/ECF system.
- ☐ **BY PERSONAL SERVICE:** I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s).
- ☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.
- ☒ **(FEDERAL)** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.
- ☐ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Executed this 19th day of June, 2017 at Los Angeles, California.



Pouneh Porooshani

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